

**RESOLUTION 2015-22**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BENTON CITY AND TEAMSTERS LOCAL NO. 839**

**WHEREAS**, the City of Benton City and the Teamsters Local #839 have negotiated a four-year collective bargaining agreement effective November 1, 2015

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:**

That the Mayor of the City of Benton City, Washington, be and hereby is authorized and directed to sign the Collective Bargaining Agreement Between the City of Benton City and Teamsters Local Union No. 839, November 01, 2015 through October 31, 2019, which is attached hereto.

**ADOPTED** this 17 day of November, 2015, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 17 day of November, 2015.

  
\_\_\_\_\_  
Lloyd R. Carnahan  
Mayor

Attest:

  
\_\_\_\_\_  
Stephanie Haug, CMC  
City Clerk/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Kerr Law Group  
City Attorney

**LABOR AGREEMENT**

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**By and Between**

**City of Benton City**

**and**

**TEAMSTERS LOCAL UNION NO. 839**

*Affiliated with the International Brotherhood of Teamsters*



November 1, 2015 through October 31, 2019

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF BENTON CITY  
AND  
TEAMSTERS, WAREHOUSEMEN, GARAGE EMPLOYEES AND HELPERS  
UNION LOCAL NO. 839**

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ARTICLE 1 – PREAMBLE

- 1.1 In accordance with the State of Washington Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of Benton City, hereinafter referred to as the “Employer” or “City,” and Teamsters, Local Union No. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.
- 1.2 The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and employees, both individually and collectively; to provide an orderly, peaceful and prompt means for resolving differences which arise concerning the interpretation or application of this Agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours and conditions of employment.
- 1.3 The parties recognize that the basic interest of the community will be served by assuring the public, at all times, of orderly, uninterrupted operations and functions of the City and by providing, in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 2 – PRODUCTIVITY

- 2.1 The Employer and the Union shall work together to meet the production requirements of the Employer; to provide the public with efficient and courteous service; to encourage good attendance of employees on regular duty; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the City.
- 2.2 The Union agrees that its members, who are employees of the Employer, shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the Employer and its interests and to prevent loss of tools and materials; and that they shall cooperate with the Employer in promoting and advancing the welfare of the Employer and public interest at all times.

ARTICLE 3 – NONDISCRIMINATION

- 3.1 Neither the Employer nor the Union will discriminate against any employee because of race, color, creed, national origin, ancestry, sex, age (over 40 years of age), marital status or disability.
- 3.2 Wherever words denoting masculine gender are used in this Agreement, they are intended to apply equally to either gender.

- 3.3 Alleged violations of this Article by either party to this Agreement are not subject to appeal or disposition through the arbitration procedure set forth herein, but shall be taken to appropriate State and Federal agencies for adjudication. Nothing in this Section shall be deemed to prevent either party from representing its constituents and interest in any appropriate forum relative to questions of discrimination except arbitration.

#### ARTICLE 4 – RECOGNITION

- 4.1 The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56.030 RCW of all regular full-time maintenance and clerical employees of the City of Benton City; excluding the City Clerk, confidential employees and all other employees of the Employer.

#### ARTICLE 5 – EMPLOYER RIGHTS

- 5.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibilities to manage the affairs of the Employer and/or any part of the City. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, or elsewhere required by law, and the Employer retains all prerogatives, functions, and rights not specifically and expressly limited by the terms of this Agreement.
- 5.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
- 5.2.1 To direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.
  - 5.2.2 To liquidate or close any office, branch, operation, or facility or combination of facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
  - 5.2.3 To determine the need for reduction or increase in the work force, and implementation of any decisions with regard thereto.
  - 5.2.4 To establish, revise, and implement standards and procedures for hiring, transfers, classifications, promotion, quality of work, safety, materials, equipment, uniforms (if provided by the employer), appearance, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fully implement its responsibilities and may do so by oral or written work rules existing or future.
  - 5.2.5 To implement new and revised, or discharge fully or in part old methods, procedures, materials, equipment, facilities and standards.
  - 5.2.6 To assign and distribute work, including the contracting thereof, provided that the current number of nine (9) bargaining unit positions shall not be reduced due to contracting out.

- 5.2.7 To assign shifts, work days, hours or work and work locations.
  - 5.2.8 To discipline, suspend, demote or discharge employees for “just cause.”
  - 5.2.9 To determine the need for additional educational courses, training programs, on the job training and cross training and to assign employees to such duties for periods to be determined by the Employer.
  - 5.2.10 To schedule overtime work in the manner which is consistent with the requirements of the city, the public interest and operational necessity.
  - 5.2.11 To establish internal security practices.
- 5.3 The exercise of any management prerogative, function, or right, which is not specifically and expressly modified in the Agreement, is not subject to the grievance procedure and arbitration by the terms of this Agreement.

#### ARTICLE 6 – UNION SECURITY AND DUES CHECKOFF

- 6.1 All employees covered by this Agreement shall, as a condition of employment, commencing thirty (30) days after ratification of this agreement or hiring, either (1) become a member of the Union and maintain membership in the Union in good standing in accordance with its Constitution and Bylaws; (2) in the alternative, tender a registration fee to the Union in such amount as the Union may prescribe (but in no event to exceed the initiation fee required by Union members), and shall tender monthly an agency fee as allowed by law and established by the Union.
- 6.2 Upon written request from the Union, the City shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.
- 6.3 The Union agrees to indemnify and hold the City harmless against any claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken pursuant to the provisions of this Article.
- 6.4 DRIVE. Upon receipt of a signed and voluntary written authorization requesting it to do so, the City agrees to deduct from the employee’s pay and forward to the Local Union or stated designee, the amount specified by the employee as a D.R.I.V.E. contribution until such authorization expires or is revoked by the Employee. It will be the Union’s obligation to ensure that such an authorization, deduction or payment does not violate any applicable law.

#### ARTICLE 7 – BULLETIN BOARD

- 7.1 The Employer shall provide a bulletin board for the Union’s use. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve such notices. Such notices shall not be critical of the Employer, its employees, management, boards, or Council.

## ARTICLE 8 – HOURS OF WORK

- 8.1 The usual workday and workweek shall be as currently structured, with forty (40) hours of work, worked in five (5) consecutive days. The right of the City to establish alternate workdays and workweeks to cover unusual situations without additional cost is expressly affirmed. Nothing herein shall be construed as guaranteeing an employee eight (8) hours work per day or forty (40) hours work per week.
- 8.2 All authorized time worked in excess of forty (40) hours in a workweek, or time worked in excess of the scheduled work day, and time worked on an employee's regularly scheduled days off shall be paid at the rate of one and one-half times the straight time rate of pay.
- 8.3 Employees, prior to working authorized overtime, may elect to receive compensatory time off in lieu of cash compensation for overtime worked. Accrual shall be limited to eighty (80) hours and needs to be used within 1 year.
- 8.4 The Employer reserves the right to assign, schedule, and transfer employees to ensure the most efficient operation of the organization, as determined by the Employer.
- 8.5 Each employee shall be allowed a total of fifteen (15) minutes during the first four (4) hours of a shift and a total of fifteen (15) minutes during the second four (4) hours of the shift for a rest period. Employees shall be allowed an unpaid meal break of either thirty minutes or one hour depending upon what a majority of each department decides (e.g. all office workers must have the same length meal break).
- 8.6 Except for scheduled overtime or holdover, employees called back to work after the end of their shift or on their days off shall receive a minimum of two (2) hours at time and one-half their regular hourly rate of pay.

## ARTICLE 9 – PERFORMANCE OF DUTY

- 9.1 The employer and the Union agree that the interest, health and safety of the City require the efficient and uninterrupted performance of all Employer service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Therefore, the Employer agrees it will not lockout its employees and the Union agrees that there will be no strikes, slowdown, boycott, blue-flu, mass sick call, work stoppage, or other interference with Employer functions during the life of this Agreement or any extension thereof.
- 9.2 Employees who engage in any work stoppages or interruptions shall lose all accrued benefits at the time of such action without the right of appeal. Employees shall not be entitled to any benefits or wages whatsoever while engaged in a strike, boycott, slowdown, blue-flu, work stoppage, refusal to perform duties or other interruption of work. In addition, employees who engage in or encourage such actions shall be subject to discipline or discharge.
- 9.3 It shall not be a violation of this Agreement, nor cause for discharge or disciplinary action, for any employee to refuse to cross a primary picket line in

the performance of their duties as long as the health and safety of the public are protected.

#### ARTICLE 10 – HOLIDAYS

- 10.1 The following holidays shall be observed: New Year's Day, Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day, Labor Day (first Monday in September), Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, the Day after Christmas, and one Floating Holiday (Employee's Choice).
- 10.2 If a holiday falls on Sunday the following Monday shall be observed as a holiday. If a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. For employees whose regular days off are other than Saturday and Sunday, their first regular day off shall be considered a "Saturday" and their second regular day off shall be considered a "Sunday".
- 10.3 All regular full-time employees shall be paid for holidays observed as they occur. A regular, full-time employee who does not work on the day the holiday is observed shall receive eight hours pay at the employee's regular straight time rate. If the holiday falls during an employee's vacation the employee will be paid for the holiday and the holiday absence will not be charged against the employee's accrued vacation benefits.
- 10.4 Regular full-time employees who are scheduled or required to work on a day a holiday is observed, will receive eight hours holiday pay pursuant to Section 10.3 and will also be paid for all hours actually worked on the holiday at one and one half times the straight time rate.
- 10.5 The Floating Holiday may be taken any time with authorization of the employee's Supervisor in the same manner as vacation is scheduled. The Floating Holiday may be taken only in full.

#### ARTICLE 11 – VACATION

- 11.1 Each regular full-time employee shall accrue vacation time at the rate of 6.67 hours for each month of continuous service, to be credited on the last day of the month. An employee shall not be eligible to use vacation time until the employee has worked for the Employer a minimum of six (6) consecutive months; however, vacation will accrue from the initial date of employment. Vacation shall not accrue during leaves without pay.
- 11.2 Employees beginning or terminating employment at a time other than the first or last day of the month shall have their vacation accrual for that month prorated accordingly. Such pro-ration shall be based upon one quarter (1/4) of monthly vacation accrual for each full week of employment during the month in question, to a maximum not to exceed the maximum monthly total to which an employee is entitled.
- 11.3 Employees who complete the years of continuous service with the City set forth below shall accrue vacation leave at the monthly rate, expressed in hours, indicated for such service.

Years of Service	Accrual Rate
5	10.00 Hours
10	13.33 Hours
15	16.67 Hours

- 11.4 Vacation scheduling shall be set by seniority and shall be requested in writing to the Mayor by March 1 of each calendar year provided that no scheduled vacation shall occur less than sixty (60) calendar days from the date said leave is approved. Requested vacation other than scheduled vacation shall be on a first come, first served basis, subject to the approval of the Supervisor and operational requirements.
- 11.5 Vacation leave scheduled and approved pursuant to the first sentence of Section 11.4 above may be carried over from one year to the next if an employee is unable to take said vacation leave due to work requirements. Vacation can be held over up to 200 hours. After 200 hours employees will be paid the balance at the end of the year.
- 11.6 All requests for vacation must be approved by the department head prior to the commencement of the requested vacation. No employee shall be paid for unearned vacation leave.
- 11.7 Upon termination of employment, an employee with more than six (6) months' consecutive service with the Employer shall be paid for all accrued and unused vacation at the employee's straight-time hourly rate of pay at the time of termination.

#### ARTICLE 12 – SICK LEAVE

- 12.1 It is understood by the Union and the City that sick leave with pay is provided so that economic security will be available to an employee. Sick leave shall not be considered a "right" which an employee may use at his/her discretion, but rather as a "privilege" which shall be allowed only as prescribed by and in this Article.
- 12.2 Regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each complete calendar month of service, to be credited on the last day of the month. Sick leave shall not accrue during leaves without pay.
- 12.2.1 Employees beginning employment at a time other than the first day of the month or terminating employment at a time other than the last day of the month shall have their sick leave hours accrued for that month prorated accordingly. Such proration shall be based upon two hours of sick leave for each full week of employment during the month in question, to a maximum of eight (8) hours.
- 12.3 Provided accrued sick leave is available, sick leave with pay shall be granted for the following reasons subject to the approval of the Supervisor:
- 12.3.1 Personal injury, temporary disability, or illness not connected with or resulting from any gainful employment other than City employment.
- 12.3.2 Exposure to a contagious disease which would endanger others.

- 12.3.3 Visits to a licensed health care professional.
- 12.3.4 Absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child or spouse to the medical appointment.
- 12.3.5 Extension of a bereavement period pursuant to Section 13.1 of this Agreement.
- 12.3.6 As otherwise mandated by State or Federal law.
- 12.4 In order to be granted sick leave with pay, an employee must meet the following conditions:
  - 12.4.1 The reason for the absence shall be one of those set forth in Section 12.3.
  - 12.4.2 Report to the Supervisor, or assigned designee, the reason for the absence not later than sixty (60) minutes prior to the beginning of the scheduled work shift unless there is just cause for not so doing.
  - 12.4.3 Keep the Supervisor informed of their medical condition with a frequency appropriate to the illness or injury.
  - 12.4.4 Provide a physician's verification of illness and resultant incapacitation for work when requested by the Employer to do so and/or submit to a medical examination or nursing visit as deemed necessary by the Employer. Verification of illness and incapacitation for work, and medical examination, shall each be performed by a qualified and duly licensed physician. A nursing visit shall be performed by a qualified and duly licensed registered nurse. Medical examination and nursing visit findings shall be reported to the Employer. The cost of Employer required medical examinations and/or nursing visits shall be borne by the Employer.
- 12.5 The following shall constitute just cause for disciplinary action up to and including termination:
  - 12.5.1 Unauthorized absence, including patterns of frequent tardiness.
  - 12.5.2 Failure to meet the conditions set forth in Section 12.4 of this Article.
  - 12.5.3 Abuse of sick leave, defined as using or attempting to use sick leave for other than one of the reasons set forth in Section 12.3 of this Article.
  - 12.5.3 Absence due to bona fide illness or injury, either job or non-job related, of such frequency and/or duration as to preclude the employee from performing those job duties and meeting those job requirements for which that employee was hired.

#### ARTICLE 13 – BEREAVEMENT LEAVE

- 13.1 When a death occurs in a regular full-time employee's immediate family the employee may take up to three (3) working days of paid bereavement leave. In connection with bereavement leave, an employee may utilize up to three (3) days of sick leave in order to extend the paid bereavement period. Scheduling of

bereavement leave will be by mutual agreement between the employee and the Mayor. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the regular employee would have earned had the employee worked his/her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the probationary period.

- 13.2 "Immediate Family" as used in this policy is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, great-grandchildren, brothers, sisters, step-brothers, step-sisters or grandparents. The term also includes a spouse's parents, brothers and sisters.

#### ARTICLE 14 – JURY DUTY

- 14.1 Employees shall continue to receive their regular rate of pay for any period of required service as a juror. All monies received for jury duty shall be surrendered to the Employer, except for compensation received for jury duty on regular days off or compensation received for, and specifically designated as, reimbursement for the employee's use of his/her personal vehicle in serving as a juror. When an employee reports for jury duty and is released before the end of their regular shift, they shall promptly contact their Supervisor for instructions regarding a prompt return to duty.

#### ARTICLE 15 – PROBATIONARY PERIOD

- 15.1 All employees shall serve a probationary period of 1040 work hours. During the term of the probationary period, covered employees shall be entitled to all rights and privileges of this Agreement except where specifically limited herein. Probationary employees may be discharged at any time without cause and without the right of appeal.

#### ARTICLE 16 – LAYOFFS AND RECALLS

- 16.1 The City retains the right to lay off employees where there is a reorganization of positions, a position or service is abolished, there is lack of work or shortage of funds or other reasons. The procedures are generally as follows:
- 16.1.1 Whenever a layoff is anticipated, regular full-time employees whose jobs are affected will be notified of the situation and what options may be made available to them.
  - 16.1.2 Temporary employees performing similar work in the same department or division will be laid off before regular full-time employees are affected.
  - 16.1.3 Regular full-time employees will be retained on the basis of seniority when job performance and qualifications are equal. Job performance will be determined by the department head on the basis of qualifications, experience, and past and current performance. Qualifications will be determined by the knowledge, abilities and skills required for an affected position and the employee's ability to perform the work without further training.

## ARTICLE 17 – UNION REPRESENTATIVES AND ACTIVITIES

- 17.1 An authorized representative of the Union shall have the privilege to investigate grievances or conditions provided such investigation does not interfere with the conduct of City business or the operation of its municipal services.
- 17.2 The Union agrees to obtain advance approval of the Mayor or designee prior to any investigation. The Mayor shall be advised as to the nature of the investigation. The Mayor or designee shall refrain from placing unreasonable constraints that would impede a valid grievance investigation.
- 17.3 No Union member or officer shall conduct any Union business on Employer time unless prior approval has been obtained from the Mayor or designee nor shall the same utilize Employer supplies or equipment for Union business.
- 17.3.1 Union meetings may occur during paid working hours on a bi-monthly basis upon written approval of date and time by the Mayor, or designee, provided that the meeting shall last no longer than one (1) hour.
- 17.4 The Employer agrees to recognize two shop stewards as a representative of the employees of the bargaining unit. The Union will notify the Mayor, in writing, of the shop steward or any change thereof.

## ARTICLE 18 – EMPLOYEE INSURANCE

- 18.1 Effective December 1, 2007 (based on November 2007 hours), the Employer shall pay each month into the following employee health care benefit plans.
- A. Washington Teamsters Health and Welfare Plan B.
  - B. Washington Teamsters Dental Trust Plan B.
  - C. Washington Teamsters Vision Plan EXT.
  - D. Washington Teamsters Life / AD&D Plan B
  - E. Washington Teamsters Time Loss Plan D
  - F. Washington Teamsters Additional 9 Month Waiver
- 18.2 Each employee shall pay ten percent (10%) of the premiums for the above-mentioned health care benefit plans, said amount being accomplished through payroll deductions. The Employer agrees to pay ninety percent (90%) of the premiums necessary to maintain the above-mentioned plans. Should the bargaining unit elect by majority vote to change to another plan with a higher premium level, the employees will be responsible for the difference between the premium level of the above-mentioned plans and the new plans in addition to the (10%) per month, to be accomplished through payroll deductions. The contract may be opened by either side for 2017 and 2018 on the sole issue of insurance matters related to the Affordable Care Act.

## ARTICLE 19 – MANAGEMENT GRIEVANCE PROCEDURE

- 19.1 In recognition of the mutual obligations of the parties to this Agreement to abide by its terms and conditions, the Employer may file a grievance for violation or improper application of this Agreement by any employee or the Union within ten (10) calendar days of either its occurrence or when the Employer had knowledge of its occurrence, provided that in no event shall any grievance be filed more than ninety (90) calendar days after the occurrence of the alleged violation or improper application of this Agreement. The Union shall, within ten (10) calendar days, provide its written response and answer, including corrective measures if deemed appropriate, to afford the Employer desired relief.
- 19.2 After meeting and discussing the grievance with the Union, the Employer reserves the right to arbitrate the grievance.

## ARTICLE 20 – UNION GRIEVANCE PROCEDURE

- 20.1 In an effort to ensure harmonious working relations between the parties to this Agreement, the following procedure is established for the resolution of grievances which may arise from the application or interpretation of this Agreement.
- 20.2 A “grievance” is defined as a claim or dispute by an employee or group of employees with respect to the interpretation or application of the express terms and provisions of this Agreement.
- 20.3 Step 1. An employee must present a grievance personally, and in writing, specifying the Section of this Agreement allegedly violated, with the remedy requested, within ten (10) working days of either its alleged occurrence or when the employee had knowledge of its occurrence to the Mayor, or designee, who shall attempt to resolve it within ten (10) working days after it is presented. In no event shall any grievance be filed more than ninety (90) calendar days after its alleged occurrence. For purposes of this Article 20, “working day” means Monday through Friday. All grievances shall be signed by the aggrieved employee or employees.
- 20.4 Step 2. If the aggrieved employee is not satisfied with the decision of the Mayor, or designee, a written demand for arbitration shall be presented to the Mayor within ten (10) working days of receipt of the Mayor’s decision.
- 20.5 When a grievance has been timely referred to arbitration, the parties shall promptly meet and attempt to mutually agree upon an arbitrator. Should an expeditious agreement not be possible, the aggrieved party shall write the Federal Mediation and Conciliation Service (FMCS) requesting a list of seven (7) arbitrator’s names, experience, education, (vita) and fees charged.
- 20.5.1 Upon receipt of the FMCS list, the parties shall meet and strike names, with a coin toss determining who strikes first. Names shall be eliminated alternately until only one (1) name remains. The arbitrator whose name is thus selected shall hear the dispute and render a decision subject to the limitations imposed in this Article.

- 20.6 In the event the arbitrator finds he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 20.7 In any grievance in which there is a dispute as to the substantive grievability or arbitrability of the matter at hand, the arbitrator shall hear testimony, take evidence, and rule only on this issue and shall in no event hear the merits of the case.
- 20.8 The arbitrator shall only consider and render a decision with respect to the specific issue originally grieved and submitted, and shall have no authority to make a decision on any other issue not so submitted.
- 20.9 The arbitrator shall have no authority to make or impose a decision which is inconsistent with State or Federal law or City ordinance. The arbitrator shall have no power or authority to award punitive damages.
- 20.10 The arbitrator shall render a decision within thirty (30) days after the hearing. The decision shall draw its essence only from this Agreement and so done, shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.
- 20.11 Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change, modify, amend, add to, subtract from, or otherwise alter the present provisions of this Agreement.
- 20.12 The expense of the arbitration, other than that incurred by the parties in preparing for and presenting their respective cases, shall be borne equally by the parties hereto.
- 20.13 The time limit in each step may be extended by mutual agreement of the Union and the Employer provided that a request for extension must be made before the applicable time limit has expired.
- 20.14 Nothing in this Article shall prohibit an employee from utilizing the employee grievance procedure set forth in the City Personnel Policies and Procedures. However, an employee is limited to using either the Personnel Policies procedure or this labor agreement procedure, but not both.

#### ARTICLE 21 – SENIORITY

- 21.1 For the purpose of this Agreement, seniority shall be defined as the length of an employee's continuous City service. An employee who is laid off and who has been reinstated or reappointed by the City within six (6) months thereafter shall be deemed to have continuous service for purposes of determining seniority. Leave without pay in excess of thirty (30) days shall result in adjustment of seniority for the duration of such leave.

#### ARTICLE 22 – LEAVE SHARING

- 22.1 The purpose of the program is to allow an employee to transfer any portion of his or her leave to another employee in need of such leave due to a family or medical

its entirety in good faith during its full term. The Union recognizes that, during such term, it may be necessary for the City to make changes in rules or procedures affecting the employees in the unit. It is expressly intended that the duties, responsibilities, and functions of the Employer in the operation of its affairs shall in no manner be impaired, subordinated or negated by any provisions of the Agreement.

ARTICLE 24 – SAVING CLAUSE

24.1 Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 – DURATION

This Agreement shall be effective November 1, 2015 and shall continue in full force and effect until October 31, 2019. Any party desiring to open this Agreement for negotiations for a successor labor agreement shall advise the other party in writing not less than sixty (60) days prior to the expiration of this Agreement, such written notice to include a list of items to be negotiated. Lack of such notice shall foreclose negotiations for one (1) year.

For the Union:

  
\_\_\_\_\_  
Signature

12-4-15  
\_\_\_\_\_  
Date

Secretary-Treasurer  
\_\_\_\_\_  
Title

For the City:

  
\_\_\_\_\_  
Signature

11/25/15  
\_\_\_\_\_  
Date

Mayor  
\_\_\_\_\_  
Title

## APPENDIX A

Section 1. The following pay schedule is effective on the dates indicated below and represents the minimum wage rate to be paid to bargaining unit employees. If the employer chooses to pay employees above the contract wage rate the employer will notify the Union.

Classification*	Term	1/1/2016	1/1/2017	1/1/2018	1/1/2019
		Class+	(+.53)	(+.54)	(+.55)
Clerk-General 1	0 to 30 months	\$ 21.07	\$21.60	\$22.14	\$22.69
Clerk-General 2	31 to 60 months	\$ 21.87	\$22.40	\$22.94	\$23.49
Clerk-General 3	61+ months	\$ 22.67	\$23.20	\$23.74	\$24.29
Clerk-General-Accounts Payable 1	0 to 30 months	\$ 23.95	\$24.48	\$25.02	\$25.57
Clerk-General-Accounts Payable 2	31 to 60 months	\$ 24.75	\$25.28	\$25.82	\$26.37
Clerk-General-Accounts Payable 3	61+ months	\$ 25.55	\$26.08	\$26.62	\$27.17
Clerk-General-Purchasing 1	0 to 30 months	\$ 23.95	\$24.48	\$25.02	\$25.57
Clerk-General-Purchasing 2	31 to 60 months	\$ 24.75	\$25.28	\$25.82	\$26.37
Clerk-General-Purchasing 3	61+ months	\$ 25.55	\$26.08	\$26.62	\$27.17
Maintenance/Utility Worker 1	0 to 30 months	\$ 21.52	\$22.05	\$22.59	\$23.14
Maintenance/Utility Worker 2	31 to 60 months	\$ 22.32	\$22.85	\$23.39	\$23.94
Maintenance/Utility Worker 3	61+ months	\$ 23.12	\$23.65	\$24.19	\$24.74
Maintenance/Utility Worker 1 (With Water or Sewer State Certification)	0 to 30 months	\$ 24.46	\$24.99	\$25.53	\$26.08
Maintenance/Utility Worker 2 (With Water or Sewer State Certification)	31 to 60 months	\$ 25.26	\$25.79	\$26.33	\$26.88
Maintenance/Utility Worker 3 (With Water or Sewer State Certification)	61+ months	\$ 26.06	\$26.59	\$27.13	\$27.68
Certified Water/Sewer Operator 1	0 to 30 months	\$ 33.90	\$34.43	\$34.97	\$35.52
Certified Water/Sewer Operator 2	31 to 60 months	\$ 34.70	\$35.23	\$35.77	\$36.32
Certified Water/Sewer Operator 3	61+ months	\$ 35.50	\$36.03	\$36.57	\$37.12
Maintenance/Utility Foreman 1	0 to 30 months	\$ 27.09	\$27.62	\$28.16	\$28.71
Maintenance/Utility Foreman 2	31 to 60 months	\$ 27.89	\$28.42	\$28.96	\$29.51
Maintenance/Utility Foreman 3	61+ months	\$ 28.69	\$29.22	\$29.76	\$30.31
Code Enforcement Officer with Payroll 1	0 to 30 months	\$ 24.28	\$24.81	\$25.35	\$25.90
Code Enforcement Officer with Payroll 2	31 to 60 months	\$ 25.08	\$25.61	\$26.15	\$26.70
Code Enforcement Officer with Payroll 3	61+ months	\$ 25.88	\$26.41	\$26.95	\$27.50

\*\*All current employees will be assigned to their respective class based on months worked in the classification title as of January 1, 2016, with the exception that current employees eligible for Class 1 will be bumped to class 2.

Bargaining Unit employees hired after the effective date of this agreement will be placed on the progression scale at the appropriate rate of pay for their assigned classification as set forth herein. New hires shall receive:

- 80% of regular scale applicable for the first six (6) months of employment;
- 90% of regular scale applicable for the second six (6) months of employment;
- 100% of regular scale applicable after twelve (12) months of employment.

This progression scale sets forth minimum required wages for new hires. The City may pay a new hire any rate within the progression scale it deems appropriate.

\*The parties acknowledge that the above listed classification titles are intended to denote the normal duties of an incumbent and the pay rate associated with those duties and required certifications, and are in no way intended to limit or prevent an employee in one classification from being assigned to or otherwise performing the duties of another classification for which the employee is qualified without a change in pay.

The employer agrees to provide each Maintenance Department and Code Enforcement employee a boot allowance of \$150.00 per year. In addition, the employer agrees to furnish uniforms to affected

employees. Uniforms will be issued to employees in a sufficient amount to provide for a clean uniform each work day. Cleaning and maintenance of said uniforms shall be provided by the employer through a vendor of the employer's choosing. Uniforms will be issued to employees in a sufficient amount to provide for a clean uniform each work day. Cleaning and maintenance of said uniforms shall be provided by the employer through a vendor of the employer's choosing. Discuss changing vendor.

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Stand-by Pay: Each employee required to be on-call in case of emergencies shall be compensated at the rate of \$2.00 per hour for each hour of on-call time. Should an on-call employee be required to perform work during the on-call period, the employee will be compensated at time and one-half their regular hourly rate of pay (with a minimum of two (2) hours per call out) in lieu of the stand-by pay for those hours.