

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF SUMNER

and the

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 286**

January 1, 2015, through December 31, 2017

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AGREEMENT
By and Between

CITY OF SUMNER
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

This Agreement is made and entered into this _____ day of March, 2015, by and between the City of Sumner, Washington, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 286, hereinafter referred to as the "Union".

ARTICLE I – UNION RECOGNITION

1.1: The Employer recognizes the Union as the collective bargaining agent for all regular employees in the classifications listed in Appendix A. As a condition of employment all employees shall contribute their pro rata share of the cost of the representation within the bargaining unit whether a member of the Union or not, said payments to start after thirty (30) days of employment or the signing of this Agreement. The Employer further agrees that as a condition of employment all employees who are members of the Union at the time of this Agreement, and all employees who voluntarily join the Union, will remain members of the Union in good standing and the employee's monthly Union dues will be deducted in two equal payments from each regular payroll cycle.

1.2: The Employer agrees to deduct monthly dues uniformly required in the bargaining unit in accordance with RCW 41.56.110-122 who voluntarily execute a wage assignment authorization form. Furthermore, the Employer agrees to deduct monthly additional sums for Union programs for those who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Union by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues and or Union programs hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

1.3: The Employer agrees to provide notice to the Union of all represented positions job postings.

ARTICLE II – SENIORITY

2.1: Seniority shall prevail in layoffs for all employees after six (6) months of service. Seniority shall be broken only by justifiable discharge, voluntary quit, or more than twelve (12) months layoff for employees with less than ten (10) years of service and eighteen (18) months layoff for

employees having more than ten (10) years of service. In the event of a layoff, the last man hired shall be the first laid off, and the last man laid off shall be the first man rehired.

2.2:

Temporary employees hired to perform duties requiring certification at the WWTF will be paid at the minimum hourly rate for that position and shall not be employed for more than five (5) months unless mutually agreed to be extended by City and Union. These temporary employees are not members of the bargaining unit and are generally not entitled to any of the benefits in this agreement.

As defined in the Affordable Care Act, beginning January 1, 2015, temporary employees who are hired with the intent of working more than 30 hours per week for more than 90 days are eligible for health care benefits. Health care coverage would be effective the beginning of month three (3). For example if an employee begins work January 16th, they would begin receiving medical benefits March 1st provided that their expected length of service would be more than 90 days. If the requirement to provide health care coverage under the Affordable Care Act changes or is delayed, the parties agree to meet to discuss the changes.

Extra employees shall not be employed to deprive regular employees of Saturday or Sunday overtime or assigned duties.

2.3: The Employer and the Union agree that, merit and ability being equal, length of service shall govern in layoffs and rehiring within the bargaining unit.

2.4: The probationary period shall be limited to six (6) months and upon successful completion of the probationary period the employee shall be classified as a regular employee and shall be credited for all seniority acquired during the probationary period.

2.5 Promotional Vacancies: The Maintenance Technician, Operator and Engineering Tech I classifications are considered entry level positions and should be open to the public. An Operator progresses to a Journeyman Operator upon obtaining the minimum certifications and licenses of a Journeyman Operator. All other remaining classifications are considered a promotional opportunity and shall be recruited in the following manner:

1. The promotional position will be opened internally to bargaining unit members only for a minimum of five (5) business days. Business days shall include only Monday through Friday.
 - a. The Engineering Technician II position will be opened internally to all City employees.
2. If the City receives written notification from at least two employees who meet the minimum qualifications for the position, an objective personnel selection process will be conducted. If the applicants are found to be equally qualified, as a result of the selection process, selection will be based upon seniority.

- a. If less than two qualified employees apply the City may recruit for the position outside.

The internal posting provisions may be waived, or modified, by mutual agreement between the Union and the Employer.

Regular employees who accept a new position shall serve a six (6) month trial period in which to demonstrate their knowledge, skills and abilities to perform the duties of the position as so stated in the job description. The employee's supervisor shall conduct at least one mid trial period evaluation of the employee listing any areas that are of concern in which the employee does not meet the requirements of the job. If the employee does not successfully complete his/her trial period, they have the option to return to their previous position and wage.

ARTICLE III – GRIEVANCE PROCEDURE

3.1: A grievance is defined as a dispute arising under the terms and conditions of the Agreement. If any such grievance arises it shall be submitted to the following grievance procedure:

In an effort to resolve disagreements at the lowest possible level, the employee will meet with their supervisor within ten (10) working days of the alleged occurrence. This meeting shall occur prior to the official filing of a grievance at Step 1 of the grievance procedure. The employee may request the attendance of a Union representative. Management will set the time and meeting place.

Time limits in the following Steps may be extended by mutual written consent of the parties hereto.

- Step 1:** If the disagreement is not resolved at the immediate Supervisor's level. Then the grievance shall be submitted to the Department Head within ten (10) working days of the meeting with the immediate Supervisor. The parties shall make every effort to resolve the grievance at this level.
- Step 2:** If the grievance is not resolved within five (5) working days from the time of the meeting between the employee and the Department Head then the grievance may be presented to the Mayor or his/her designee in writing setting forth the detailed facts concerning the nature of the grievance section of the contract allegedly violated and remedy sought. The Mayor or his/her designee shall meet with the employee, Union representative and Department Head within ten (10) working days of receipt of the written grievance. The Mayor shall send a written answer stating his/her position to the employee within ten (10) working days of such meeting.

Step 3: If the grievance is not settled in Step 2, either the Employer or the Union may submit the issue in writing to arbitration within fifteen (15) working days. The Employer and the Union shall attempt to select an arbitrator. If the Employer and the Union fail to agree on an arbitrator a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The list shall only include arbitrators from within Washington State. The parties shall thereupon alternate in striking a name from the panel until one remains. The person whose name remains shall be the arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The expenses and fees incumbent to the services of the arbitrator shall be borne equally by the Employer and the Union.

Each party is responsible for the costs of its staff representatives, attorney, and all other costs related to the development and presentation of its case.

ARTICLE IV – VACATIONS

Vacation leave with pay shall accrue for all employees with less than twelve (12) years of employment in accordance with the following schedule:

Years of Service	Vacation Leave	Years of Service	Vacation Leave
1 year	12 workdays	7 years	18 workdays
2 year	13 workdays	8 years	19 workdays
3 years	14 workdays	9 years	20 workdays
4 years	15 workdays	10 years	21 workdays
5 years	16 workdays	11 years	22 workdays
6 years	17 workdays	12 years	23 workdays

For the purposes of calculating vacation accrual a workday is defined as eight (8) hours.

The accrual shall start from the date of employment but shall not be available until after three (3) months of service. No vacation leave shall be allowed to temporary employees. Whenever practical, vacations will be given at the time most desired by the employees who will be permitted to indicate their choices by order of seniority. The City, however, reserves the right to schedule vacations so as to not interfere with normal operations and business requirements.

Beginning in 2015, total vacation accrual must be at or below 368 hours by the end of the calendar year. Unused vacation time will be forfeited to the City. An employee may request a three month extension to use the vacation time, provided that the extension is needed due to a planned event (upcoming vacation, long term medical leave or retirement).

In consideration of implementing the accrual cap the City will buy back up to 200 hours of vacation leave from the Chief Operator. The cash out can be in the form of cash or deferred compensation contribution.

ARTICLE V – DISCRIMINATION

5.1: The Employer and the Union agree not to discriminate against any employee of a protected class including but not limited to race, color, creed, sex, national origin, age, marital status, sexual preference or sexual identity. The Employer and the Union further agree not to discriminate against any employee based on the presence or appearance of a mental, sensory or physical handicap, subject to occupational requirements and the ability to perform the job.

5.2: Whenever words denoting gender are used in this Agreement they are intended to apply equally to either gender.

5.3: No public employer or other person shall directly or indirectly interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.040.

ARTICLE VI – PENSION

6.1: The Employer participates in the Statewide system for pension, relief disability and retirement for City employees. All eligible full-time employees and officers of said City shall be included in said system.

6.2: The Employer agrees to allow members of the bargaining unit to supplement the current statewide pension system by participating in the International Union of Operating Engineers Central Pension Fund solely at their own expense upon their election to do so.

ARTICLE VII – SICK LEAVE

7.1: Sick leave shall accrue at the rate of twelve (12) days per year. For the purposes of calculating sick leave accrual a workday is defined as eight (8) hours. Unused sick leave shall accumulate in a bank, and reported each pay period on the employee's paycheck. A doctor's note may be required and turned in to the employee's supervisor after more than a three day absence.

7.2: Employees shall be reimbursed for unused sick leave of up to ninety (90) days at their regular base rate of pay when they are permanently separated from employment in accordance with the following schedule:

Resignation	25% of up to 90 days
Layoff	50% of up to 90 days
Death	100% of up to 90 days
Retirement	100% of up to 90 days

ARTICLE VIII – EXTRA AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of a collective bargaining agreement then in effect.

ARTICLE IX – HOLIDAYS

9.1: The following holidays are adopted as legal holidays for the City: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, and one (1) floating holiday; and holidays granted any other bargaining unit of the City; and such other days as may be proclaimed by the Governor of the State of Washington, the President of the United States, and any other day fixed as a holiday of Resolution by the City Council.

9.2: All work performed on any of the above holidays shall be paid for at the rate of double time per hour plus the holiday pay. For employees working a rotating shift, the holiday will be observed on the calendar day upon which such holidays may occur. Employees who work ten (10) hour shifts shall be allowed to use vacation leave, or comp time for the additional two (2) hours.

ARTICLE X – DISCIPLINE

10.1: The Employer has the right to discipline any employee for just cause. Any such disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the severity of the offense. Progressive discipline will normally consist of a verbal warning first, a written warning second, temporary suspension third, and finally termination of employment. Except in the case of severe misconduct, there shall be a written warning in the personnel file for the same type of misconduct as the suspension or discharge.

10.2: Written reprimands and suspensions less than five (5) days may remain in the employee's personnel file for a period of not more than thirty-six months. A copy of such written reprimand / suspension shall be sent to Operating Engineers, Local 286 at the time it is given to the employee.

Records retained in an employee's personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action.

10.2.1 Suspensions of five (5) days or more or demotions may be retained permanently in the employee's personnel file. A copy of such written reprimand / suspension shall be sent to Operating Engineers, Local 286 at the time it is given to the employee.

10.3: The employee or the union shall the right to process any disciplinary action as a grievance through the grievance procedures except for documented verbal reprimands and except for employees serving an initial probationary period who are disciplined. Employees have the ability to submit a written rebuttal to documented verbal reprimands that shall be attached to the documented verbal reprimand and placed in a supervisor file for the purposes of completing an annual evaluation not to exceed one year.

ARTICLE XI – WORK STOPPAGES

The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, sympathy strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities occurs.

ARTICLE XII – BULLETIN BOARDS

The Employer agrees to provide suitable space for the bargaining unit to use as a bulletin board. Postings by the bargaining unit on such boards are to be confined to official business of the unit; maximum size to be not greater than two (2) feet by three (3) feet.

ARTICLE XIII – INSPECTION PRIVILEGES

Authorized agents of the bargaining unit shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XIV – HOURS OF WORK AND OVERTIME

14.1: A normal work week shall consist of four (4) or five (5) consecutive work days, followed by two (2) or three (3) days of rest, depending on the shift schedule. All hours worked in excess of eight (8) or ten (10) hours per day depending on the shift schedule, or forty (40) hours per

week shall be paid for at the overtime rate of time and one-half. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. Normal hours of work shall be for a continuous eight and one-half (8-1/2) hour period with thirty (30) minutes for lunch or a continuous ten and one-half (10-1/2) hour period with thirty (30) minutes for lunch. When an employee is called in for work during off hours and after leaving his/her regular place of work, he/she shall receive not less than three (3) hours pay at the overtime rate. There is no minimum overtime period if the overtime is contiguous to a scheduled shift. When an employee is required to respond to an emergency that can be resolved without returning to his/her regular place of work, they shall receive one (1) hour pay at the overtime rate. This remote response pay shall not be combined with any call-back pay. If an employee is called in for work during Sundays or Holidays, the City will pay double time for a minimum of four (4) hours. .

14.2: Overtime work shall be equalized. Hours of work for the Treatment Facility and Engineering Techs shall be from 6:00 a.m. to 6:00 p.m. All hours before or after normal hours of work for assigned shift schedule, and Saturday and Sunday and second and third shift, shall be compensated at an additional one dollar fifty cents (\$1.50) per hour, but shall not be combined with any other additional compensation except for in charge compensation.

14.3: Employees of the bargaining unit may be required to work at a lower classification but will suffer no deduction in wages. No employee will be asked to perform work not coming under the jurisdiction of Local 286.

14.4: If an employee is assigned to perform work and responsibilities of a higher classification for a period of one (1) or more full-days, or when scheduled to work additional hours on a weekend or holiday, they shall be paid at the higher hourly wage for the entire assignment.

14.5: Employees required to be on standby shall receive a standby premium of three hundred thirty-two dollars and fifty-eight cents (\$332.58) per week assigned. On-call will be assigned with Journeyman level staff volunteers, in weekly increments (7 days). The Employer determines the minimum pool of on call operators for scheduling and will schedule additional staff into on-call duties as needed. The Employer reserves the right to refuse any employee who requests to be placed on the list. Employees may exchange assignments with other Employees on the list.

14.6: Engineering Technician required to work overtime shall be compensated as follows: All scheduled work performed on Saturday will be paid at time and one-half for a minimum of three hours. On Sundays and designated holidays, Engineering Technicians who are required to work shall be paid double time for a minimum of four hours.

14.7 Employees may accrue compensatory time off at the same rate as it was accrued for authorized overtime work in lieu of overtime pay; provided such compensatory time may not be accrued in excess of the maximum allowable under the Fair Labor Standards Act (240 hours).

Use of compensatory time shall be by mutual agreement between the employee and their supervisor, upon the request of the employee, and subject to approval based on staffing needs of the department. Employees may accrue compensatory time off at the rate of double time per hour for authorized overtime work in lieu of overtime pay for work performed on Sundays and holidays. Compensatory time must be used by the end of the calendar year. Unused compensatory time will be paid out at the applicable wage. An employee may request a three month extension to use the compensatory time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

14.8: Inclement Weather Time: Inclement Weather Time shall be paid to any employee for hours required to be worked when City Hall shuts down or reduces working hours due to inclement weather. Inclement weather time is additional accrued leave, for those hours actually worked (matching time) during normal City Hall business hours (Monday – Friday, 8am – 5pm) in which general City Hall employees were not required to be at work. There shall be no pyramiding of inclement weather time with overtime. Inclement weather time must be used by the end of the calendar year. Unused inclement weather time will be paid out at the applicable wage. An employee may request a three month extension to use the inclement weather time, provided that the extension is needed due to a planned event (upcoming vacation or long term medical leave).

Example: The employee is scheduled to work 8am-4:30pm. City Hall closes early at 3:30pm. The employee who is required to remain at work will begin accruing inclement weather time, in addition to their normal wages. Inclement weather time is only earned until the employee's shift is over at 4:30pm. At 4:30pm the employee begins accruing the applicable overtime rate of pay.

14.9: Anytime an employee works four (4) hours overtime immediately following a regular shift, or is called out on a day off / holiday and works at least six (6) hours, the employee will receive a \$15.00 (fifteen dollar) meal allowance, if not provided a meal by the Employer. The \$15.00 is payable in the corresponding pay check and is a gross amount.

ARTICLE XV – WAGES AND CLASSIFICATIONS

Wages and Classifications: See Appendix "A".

ARTICLE XVI – MANAGEMENT RIGHTS

Subject to the terms of this Agreement, it is understood and agreed that the City of Sumner possesses the sole right to operate the Public Works Department, regardless of the frequency or infrequency of such exercise. It is also understood that such rights include, but are not limited to, the following:

- a. To determine the Department's mission, policies, and set forth all standards of service offered to the public;
- b. To plan, direct, control, and determine the operations or services to be conducted by the employees of the Department;
- c. To utilize personnel, methods, and means in the most appropriate and efficient manner possible;
- d. To manage and direct the employees of the Waste Water Treatment Facility;
- e. To hire, promote, transfer, train, evaluate performance, and retain employees in positions of the Waste Water Treatment Facility and Engineering Technicians;
- f. To establish work rules and rules of conduct;
- g. To suspend, demote, discharge, or take other appropriate disciplinary action against employees when warranted;
- h. To determine the size and composition of the work force and to lay off employees in the event of lack of work or funding;
- i. To regulate or change shifts, work days, hours of work, work week, work locations, and assign all work duties, provided, nothing in this right would be deemed to waive the Union's right to bargaining as defined by Washington law.

The City and Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City or the Union.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the City in accordance with such policy and procedures as the City may determine, but does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the City. Provided, nothing in this Article shall be deemed to waive the Union's right to bargain any decision or change in any condition that constitutes a mandatory subject of bargaining as defined by Washington law.

This Article is not intended to supersede any article, section, or subsection of the Labor Agreement between the City and the Union.

ARTICLE XVII – JURY DUTY

When an employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal Court, he/she shall advise the Employer upon receipt of such call, and if taken from his/her work for such service shall be compensated at their regular straight hourly rate of pay, provided that the employee remits the daily jury fee to the City. The Employee shall not remit per diem (travel, parking and meal) fees to the City.

ARTICLE XVIII – BEREAVEMENT LEAVE

Any regular employee covered by this Agreement who suffers a death in their immediate family, shall be compensated for and given three (3) workdays off with twenty-four (24) hours straight-time pay, and if the funeral is out of state, five (5) workdays off with forty (40) hours straight-time pay. Immediate family shall be defined as a spouse, son, daughter, step-son, step-daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents on both-sides, step parents, aunt, and uncle. Employees who work ten (10) hour shifts shall be allowed to use vacation leave, sick leave or comp time for the additional two (2) hours. Employees shall be compensated for and given one (1) workday off for the death of a family member not defined in this article as immediate family.

ARTICLE XIX – SCHOOLING, LICENSING AND CLOTHING

19.1: The City agrees that the City's budget shall contain funding for employment related vocational/technical schooling expenses for all bargaining unit employees and pay all required annual fees for State Licenses and Certificate of Competency required for the operation of the facility and job descriptions. This shall include licenses and certificates required for classifications above the employee's current classification, including but not limited to the State Commercial Driver's License endorsement. The City shall not pay for standard driver's licenses, or non-applicable endorsements i.e. motorcycle.

19.2: The City agrees to furnish work clothing (coveralls during the winter and uniforms during the summer, rubber boots, and rain gear). Work boots are to be safety approved and to be used only at work.

The City agrees to provide towards the purchase of safety work boots specifically for City work:

The City agrees to pay each regular full-time WWTF employee who has successfully completed their trial period \$350 annually towards the purchase of safety work boots. This amount is based on gross and will be included in the employee's regular payroll check January 20th, of each year. Regular full-time employees in the classification of Engineering Technician II and III shall be paid \$350 annually towards the purchase of safety work boots and / or clothing. New employees starting after January 20th will have to wait until the following year provided they have successfully completed their trial period.

19.3: The City agrees to incentive pay fifty dollars (\$50.00) per month for operators who hold a Wastewater license one level above that required by their job description.

ARTICLE XX – LEAVE FOR SCHOOLING

One or more employees will be granted paid leave to attend one meeting per month of the P.N.P.C.A. The number of employees attending will be governed by the need of the operation. All employees will be given equal opportunity to attend.

ARTICLE XXI – HEALTH AND WELFARE MEDICAL AND DENTAL COVERAGE

2015:

AWC HealthFirst: Employees shall contribute thirty dollars (\$30.00) for their spouse and ten dollars (\$10.00) per dependent (up to a maximum of two) towards the premium of this medical plan. The City will reimburse fifty percent (50%) up to a maximum of five hundred dollars (\$500) for each person covered under Preferred Provider Plan, for hospitalization charges, if admitted as inpatient.

Dental Plan F 100% Employer paid.

Vision: 100% Employer paid.

Life Insurance: The Employer will provide fifty thousand dollars (\$50,000) group life insurance policy for each full-time employee. The Employer shall pay the accrual premium cost of such insurance.

Medical Savings Account (Section 125):

The City of Sumner shall continue to provide the Health Flexible Spending Account. Employees may contribute their own funds to the plan maximum.

2016 and 2017: The employee may elect one of the following choices (choice is an annual decision made during open enrollment the previous year).

- a. **AWC High Deductible Plan (H.D.P.) with Health Savings Account (H.S.A.):** The City will pay for 100% of the premium for the H.D.P for the employee and eligible dependents. The H.S.A. will be funded at the following levels:

Insured	Contribution:
Employee Only	\$2,500
Employee and Child	\$5,000
Employee and Child x 2 or more	\$5,500
Employee and Spouse	\$5,000
Employee, Spouse and Child	\$5,500
Employee, Spouse and Child x 2 or more	\$5,500

In January of each year the City will deposit 100% of the annual allotted amount into the employee's H.S.A. Employees hired mid-year (during 2016 or 2017) will receive a prorated amount into an H.S.A. based on the number of full months remaining in the year. Employees may contribute additional money to their Health Savings Account, up to the maximum allowed under federal law.

Administrative fees associated with the H.S.A. will be paid by the City. Upon separation the employee owns the H.S.A. and will be required to pay any ongoing administrative fees.

1. **Health Savings Account Ineligibility/Choice:** If the employee is ineligible for a Health Savings Account or the employee chooses not to have a H.S.A., the City will provide an equal contribution to the employee's deferred compensation account.
- b. **AWC HealthFirst Plan:** The employee is responsible for 100% of the premium difference between the HealthFirst plan and the H.D.P. premium + H.S.A. contribution amount.

Monthly example:

Healthfirst Premium	\$2000
H.D.P. Premium	-\$1000
H.S.A. Contribution	-\$500
Employee Share	\$500

Dental Plan F: 100% Employer paid.

Vision: 100% Employer paid.

Medical Reopener: Both parties agree to reopen contract negotiations for to discuss healthcare coverage if any of the following happen:

- AWC High Deductible Plan redesign that affects the co-insurance rate (currently 80% for preferred providers for most services), maximum deductibles or out of pocket maximum.
- If AWC offers another High Deductible Plan.
- A reduction of the maximum contribution amount to a Health Savings Account (H.S.A.).

- Changes to the Affordable Care Act that affect plan offerings.
- If the City elects not to move the non-represented employees to the AWC High Deductible Plan on or before January 1, 2016.
- A change in an AWC rule that affects eligibility to participate in an offered medical plan (HealthFirst minimum enrollment)

Successor Agreement: Both parties agree that they do not desire to directly or indirectly pay the Affordable Care Act Excise Tax. Therefore if no successor agreement is in place, and based on published HDP premium costs and annual H.S.A. contributions outlined in this Article, both parties agree to meet and develop a plan that avoids paying the excise tax.

Life Insurance: The Employer will provide fifty thousand dollars (\$50,000) group life insurance policy for each full-time employee. The Employer shall pay the accrual premium cost of such insurance.

Flexible Spending Account (Section 125):

The City of Sumner shall continue to provide a Flexible Spending Account for dependent care. Employees may contribute their own funds to the plan maximum.

ARTICLE XXII – SAVINGS CLAUSE

If any Article of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums thereto 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 for such Article.

ARTICLE XXIII – DURATION

This Agreement shall be in full force and effect from January 1, 2015 until December 31, 2017 and each year thereafter, unless at least sixty (60) days written notice has been given by the Employer or by the Union of a desire to change or terminate the Agreement.

ARTICLE XXIV – NEGOTIATION TEAM COMPENSATION

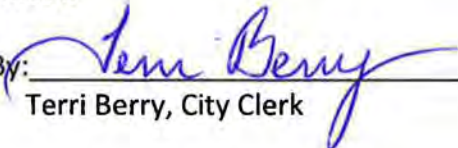
The parties in this agreement recognize the value to both the Union and the Employer of having employees participate as part of the negotiations process. Therefore, the Employer agrees that employees who participate in bargaining as part of the Union's bargaining team shall be compensated at their normal hourly rate while participating in these joint collective bargaining sessions that occur during their normal working hours. Joint collective bargaining sessions shall be set at such times to accommodate both parties and so as to not cause any other member of the bargaining unit to be compensated for overtime as a result of the session.

CITY OF SUMNER

By: 
David L. Enslow, Mayor

By: 
John Galle, City Administrator

Attest:

By: 
Terri Berry, City Clerk

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 286**

By: 
Dane Rawlins, Business Representative

By: 
Greg Schwargel, Shop Steward

APPENDIX A—WAGES
to the
A G R E E M E N T
by and between
CITY OF SUMNER
and
LOCAL UNION NO. 286
INTERNATIONAL UNION OF OPERATING ENGINEERS
(January 1, 2015 through December 31, 2017)

This Appendix is supplemental to the Agreement by and between the City of Sumner, hereinafter referred to as the "Employer" and Local Union No. 286, hereinafter referred to as the "Union."

Section 1: Pay Bands

Cost of Living Adjustments:

- a. Effective January 1, 2015, the 2014 rates of pay shall be increased to an amount equal to 95% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2013 to June 2014, specified by the Bureau of Labor Statistics, United States Department of Labor.
- b. Effective January 1, 2016, the rates of pay set forth in Section 1 shall be increased to an amount equal to 95% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2014 to June 2015, specified by the Bureau of Labor Statistics, United States Department of Labor.
- c. Effective January 1, 2017, the rates of pay set forth in Section 1 shall be increased to an amount equal to 95% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2015 to June 2016, specified by the Bureau of Labor Statistics, United States Department of Labor.

In the event that or Teamsters Local No. 313 receives a higher cost of living adjustment, the City agrees to increase the above agreed amounts to reflect a match equal to that amount in this contract.

Market Adjustments:

Effective January 1st of each year of this agreement, there shall be a market place rate adjustment in accordance with the following rates and schedule. The amount listed below is in addition to CPI-U.

Position	2015	2016	2017
Engineering Technician II	3.0%	0.0%	0.0%
Engineering Technician III	3.0%	0.0%	0.0%
WWTF Maintenance Technician	3.0%	0.0%	0.0%
WWTF Operator	3.0%	0.0%	0.0%
WWTF Laboratory Technician	3.0%	0.0%	0.0%
WWTF Journey Operator	3.0%	0.0%	0.0%
WWTF Chief Operator	3.5%	0.5%	0.5%

2015 WAGE SCHEDULE

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Engineering Technician II	4,529	4,789	5,063	5,353	5,660
Engineering Technician III	4,870	5,149	5,444	5,756	6,086
WWTF Chief Operator	5,623	5,856	6,099	6,353	6,619
WWTF Journey Operator	4,934	5,141	5,354	5,578	5,810
WWTF Laboratory Technician	4,934	5,141	5,354	5,578	5,810
WWTF Maintenance Technician	4,613	4,803	5,003	5,211	5,428
WWTF Operator	4,613	4,803	5,003	5,211	5,428

Increases to Step levels B, C, D, and E will become effective annually on the employee's anniversary date. Step increases shall be effective on the 1st of the month.

Section 2: Contract Settlement Payment

In consideration for settling this agreement, the City shall provide a one-time payment in 2016. The payment is equal to the difference between the IRS Health Savings Account (H.S.A.) 2016 maximum and the 2016 City contribution to the employee's H.S.A. The settlement payment can be in the form of cash, deferred compensation or H.S.A. contribution. The payment will be issued on the first regular payroll check (January 20th) for the first regular pay period of 2016.

Section 3: Educational Incentive

When a member of the Union receives a Vocational Degree in a field related to Wastewater Management or Engineering Tech Field that has been approved by the City, the employee shall receive a seventy-five dollars (\$75.00) per month educational incentive. When an employee receives an AA or AS Degree in a field related to Wastewater Management or Engineering Tech Field that has been approved by the City, the employee shall receive one hundred fifty dollars (\$150.00) per month educational incentive.

Section 4: Deferred Compensation

The City will contribute each month to deferred compensation accounts one-hundred and eighty-five dollars (\$185.00) with no contribution match from the Employee required.

Section 5: Long Term Disability Insurance

The employer shall provide Long Term Disability Insurance to each of the members through The Hartford Insurance Company.

Section 6: Longevity Pay

In the event the Teamsters Local No. 313 receives longevity pay, the City agrees to provide the same pay on the same basis in this contract.



MEMORANDUM OF UNDERSTANDING
between the

CITY OF SUMNER
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

2017 Cost of Living Adjustment

This Memorandum of Understanding (MOU) is entered into by and between the City of Sumner (hereinafter referred to as the City) and the International Union of Operating Engineers, Local 286 (hereinafter referred to as the Union) and only applies to such parties.

The City and the Union desire to amend the current Collective Bargaining Agreement to amend Appendix A, Section 1 relating to Cost of Living Adjustments. The City recently ratified an agreement with the Teamsters Local No. 313 that provides a higher CPI-U in 2017 (100%) than that was negotiated with the IUOE. The current bargaining agreement with IUOE requires that the City match the higher CPI-U rate.

APPENDIX A, SECTION 1 – PAY BANDS is amended as follows:

...

- c. Effective January 1, 2017, the rates of pay set forth in Section 1 shall be increased to an amount equal to 10095% of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-84=100) for the Seattle-Tacoma-Bremerton area for the period from June 2015 to June 2016, specified by the Bureau of Labor Statistics, United States Department of Labor.

...

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 8 day of August, 2016.

CITY OF SUMNER

David L. Enslow, Mayor

John Galle, City Administrator

Attest:

Michelle Converse, CMC, City Clerk

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
286

Jeff Frazier, Business Agent / Attorney

Attest:

Greg Schwagerl, Shop Steward