
A G R E E M E N T

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC
WORKS and PARKS DEPARTMENT, EXCLUDING SUPERVISORS,
PROFESSIONAL, CONFIDENTIAL AND CLERICAL EMPLOYEES

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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DEFINITIONS

As used herein, the following terms are defined as follows:

- “Employer” means the City of Shelton, Washington.
- “Union” means Shelton Employees Guild
- “Employee” means a regular full-time employee in the bargaining unit covered by the Agreement.
- “Bargaining unit” as used herein shall include regular full-time employees as set forth in the pay scale of this Agreement.
- “Supervisor(s)” means Department Heads, Superintendent, or management level Non-Bargaining unit employees
- “Promotion” means to move up at least one classification (higher range) with the Bargaining Unit, however, it does not mean to receive a step increase within a classification.
- “Transfer” or “Lateral” means moving within the same job classification.
- “Bid” means to apply for an open position by way of submitting a current resume, current completed City of Shelton employment application, as well as a letter of interest

AGREEMENT

BY AND BETWEEN

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AND

SHELTON EMPLOYEES GUILD

REPRESENTING ALL FULL-TIME AND PART-TIME EMPLOYEES IN THE PUBLIC WORKS and PARKS

DEPARTMENTS, EXCLUDING SUPERVISORS, PROFESSIONALS, AND CONFIDENTIAL

AND CLERICAL EMPLOYEES

JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

PREAMBLE

This Agreement is made and entered into by and between, the CITY OF SHELTON, hereinafter known as the "Employer," and the Shelton Employees Guild, hereinafter known as the "Guild."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Individual members of the Guild are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public. The Employer recognizes that Public Employees Relations Commission, hereinafter know as PERC, certified this membership in 2012.

ARTICLE 1RECOGNITION

1.1 The Employer recognizes the Guild as the sole and exclusive bargaining agency for all regular full-time and part time employees of the Department of Public Works and Parks Department, excluding supervisors, professionals, and confidential and clerical employees.

ARTICLE 2PAYROLL DEDUCTION AND GUILD SECURITY

2.1 All employees in the bargaining unit who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, remain members in the Guild in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the date of employment become and remain members in good standing for the duration of the Agreement.

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- 2.2 Employees who, because of religious teachings of a church or a religious body, may be excluded; provided, however, they shall pay an amount equal to the regular Guild dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the public employees affected and the bargaining representative to which such public employee would otherwise pay dues and initiation fees. The public employee shall furnish proof to the Guild each month that such payment has been made to the agreed upon charitable organization.
 - 2.3 The Employer agrees that, upon written authorization of any employee who is a member of the Bargaining Unit, the Employer shall deduct from the pay of said employee the monthly amount of dues and initiation fee, as certified by the Financial Secretary of the Bargaining Unit. If the employee wishes to cancel the written authorization for dues deduction, he/she must notify the Employer and Guild in writing, at which time the Employer will discontinue the deduction.

ARTICLE 3STANDING COMMITTEE

- 3.1 The Guild shall elect up to four (4) members to a Standing Committee to meet with the Employer, of which any three (3) can act. In conducting Labor Negotiations up to three employees may attend without loss of pay. The Employer shall have one (1) or more member(s) on the Standing Committee to act for the City of Shelton. The Guild shall notify the Employer of its members and of any changes. The committee may bring in anyone they wish to assist them.

ARTICLE 4SAFETY COMMITTEE

- 4.1 The Guild and the Employer agree to maintain a Safety Committee in compliance with federal and state law (WAC 296-800-130).

ARTICLE 5GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as a disagreement as to the interpretation or applications of the express provisions of this Agreement. No grievance shall be entertained or processed unless it is submitted within fifteen (15) business days after the occurrence of the event giving rise to the grievance or within fifteen (15) business days after the employee or the Guild has obtained knowledge of the occurrence of the event giving rise to the grievance. In no event will a grievance be entertained or processed unless it is received within 120 calendar days of the event giving rise to the grievance.
- 5.2 For purposes of this Grievance Procedure, the term "business days" shall mean those days the City of Shelton has offices open to the public, exclusive of emergency service departments.
- 5.3 STEP 1 — The employee or the Shop Steward shall bring their grievance to the attention of the supervisor, who will investigate the cause of the complaint and work with the employee(s) to effectuate an equitable solution. Every effort shall be made to resolve the difficulty at this level.

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- 5.4 STEP 2 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the Director of the Department, who shall promptly meet with the Guild Standing Committee to attempt to resolve the grievance.
 - 5.5 STEP 3 — If an equitable solution is not reached at the expiration of seven (7) business days, the grievant may appeal to the City Administrator. Requests shall be made in writing, and mailed or delivered to the City Administrator detailing the grievance.
 - 5.6 STEP 4 — If the grievance is not resolved by the City Administrator, the grievance may, within ten (10) business days, be referred to an arbitrator to be selected as follows:
 - 5.6.1 The City and the Guild shall file a joint request to the Public Employment Relations Commission for assignment of an arbitrator from the Commission's staff (WAC 391-65070).
 - 5.7 DECISION — The Arbitrator shall have no authority to amend, modify, nullify, add to, or subtract from the provisions of this Agreement and shall hold a hearing so that both parties may present their respective cases. The decision of the Arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The decision of the Arbitrator 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.
 - 5.8 COSTS AND EXPENSES — The fees and expenses of the Arbitrator and the cost of a written transcript for the Arbitrator, if prepared, shall be divided equally between the Guild and the Employer. Each party shall be responsible for compensating its own representatives, attorneys and witnesses, and purchasing its own copy of any written transcript.
 - 5.9 TIME LIMITS — Time limits referred to in this Article may be waived only by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.

ARTICLE 6HOURS OF WORK/OVERTIME

- 6.1 ALL DEPARTMENTS — For most bargaining unit positions, the work schedule shall generally consist of five eight-hour days commencing on Monday and ending on Friday. All scheduled work weeks shall include a minimum of two (2) consecutive days off. All work performed in excess of the regularly scheduled work day or in excess of forty (40) hours per week, not in conjunction with the regular shift, shall be paid at the minimum of two hours at the overtime rate of one-and-one-half (1½) times the regular rate of pay. At the discretion of the Director of the Department, an alternate work schedule may be established as appropriate to the needs of the Employer. When possible the Employer will provide advance notice to the employee of any changes in work schedule.
- 6.2 COMPENSATORY TIME — With the written authorization of both the supervisor and crew leader, an employee may accrue up to 80 hours of compensatory time in lieu of paid overtime. Compensatory time may be used in the same manner as vacation time.

ARTICLE 7

VACATIONS

7.1 Full-time Public Works employees' vacation with pay shall be as follows:

At the completion of one year of employment	80 hours
At the completion of five years of employment.....	120 hours
At the completion of ten years of employment	160 hours
At the completion of fifteen years of employment	200 hours
At the completion of twenty years of employment	240 hours

7.2 Vacation leave shall generally be requested two (2) weeks in advance of the commencement of leave. Vacation leave shall be approved and authorized by the crew lead and supervisor so long as the request does not unduly interfere with operations.

7.3 If an employee has no sick leave accrued and is sick, they may opt to take vacation time accrued before taking unpaid leave.

7.4 An employee shall not accumulate more than two (2) years of vacation time. Any vacation time accumulated over the two-year limitation shall be forfeited. The employee may be granted an extension only by the City Administrator and only when the employee can show that management has unduly denied the employee an opportunity to schedule and use vacation time.

ARTICLE 8.....HOLIDAYS

8.1 The following legal holidays shall be observed by bargaining unit employees:

<u>Holiday</u>	<u>Date To Be Observed</u>
New Year's Day	January 1
M.L. King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas	December 25
Two Personal Holidays	At Employee's Choice

8.2 Whenever any legal holiday falls on a Saturday, then such holiday shall be celebrated on Friday. Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday.

8.3 All DEPARTMENTS — When an alternative work schedule is in effect, the employee may use eight (8) hours of holiday leave on the legal holiday. To complete the work week, through mutual agreement with the crew lead and supervisor, the employee may:

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- 8.3.1 Use vacation leave or compensatory time for any remaining regularly scheduled work hours for the day on which the holiday falls; or
 - 8.3.2 Work those remaining hours on one (1) or more regularly scheduled work days within the work week containing the holiday; or
 - 8.3.3 Work a regular five-day, eight-hour work week for the week containing the holiday.
 - 8.4 If the legal holiday is a regularly scheduled day off, the employee may use eight (8) hours of holiday leave at a time mutually agreeable to the employee and the Employer, but generally within the same work-week.
 - 8.5 Floating Holidays – Floating holidays shall be taken pursuant to the following guidelines:
 - 8.5.1 In addition to the recognized national holidays listed above, eligible employees shall receive two (2) floating holidays in each calendar year. To be eligible, employees must successfully complete six (6) months of employment with the City.
 - 8.5.2 Where employment commences on or before the fifteenth (15th) day of any month, floating holidays shall accrue as of the first day of such month. Where employment commences after the fifteenth (15th) day of any month, floating holidays shall accrue as of the first day of the following month.
 - 8.5.3 An employee may use up to sixteen (16) hours of personal holiday time each calendar year, provided;
 - 8.5.3.1 The employee has given not less than 14 calendar days written notice to the crew lead and supervisor; provided, however, the employee, crew lead and supervisor may agree upon an earlier date; and
 - 8.5.3.2 The number of employees selecting a particular day off or any other factor does not prevent the Employer from providing continued public service.
 - 8.6 The personal holiday time must be taken during the calendar year or entitlement to the day will lapse. The employee may be granted an extension only by the City Administrator and only when the employee can show that the Employer has unduly denied the employee an opportunity to schedule and use personal holiday(s).
 - 8.7 When the crew lead and supervisor are unable to grant all requests for a particular holiday and assure continued public service in the Department, the earliest request will be given first consideration.
 - 8.8 Each employee who works on any holiday shall have the option to be paid at the rate of one-and-one-half (1½) times the regular rate of pay for all hours worked in addition to regular pay or to be given time off at the time-and-one-half rate in lieu of overtime pay, subject to the compensatory time cap. If the employee elects time off, it shall be taken at a time mutually agreed upon by employee, crew lead and the supervisor.

ARTICLE 9

SENIORITY

- 9.1 PROBATION — All new employees, including rehires, shall be considered as probationary employees and must successfully complete a six (6) month probationary period before attaining regular employee status. During the probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer and such action shall not be subject to appeal to the grievance procedure. The probationary period may be extended through mutual agreement of the parties. Employees under probationary status may not apply for promotions.
- 9.2 PROMOTIONS AND TRANSFERS — When an opening occurs, such opening shall be filled in the following manner:
- 9.2.1 Permanent Vacancy — When a vacancy within the bargaining unit is created due to a termination, separation, promotion, demotion, or as the result of a new position, and the Employer determines to replace the previous incumbent and/or hire a new employee, employees within the bargaining unit, shall have the opportunity to bid for that position before the vacant position is filled from the outside. The “bid” process shall include providing the employer with a current resume, current completed City of Shelton employment application, as well as a letter of interest. The Employer will then consider qualifications, training, education, performance and seniority in evaluating the bid(s) and in deciding if the position should be opened for external recruitment.
- 9.2.2 Posting — Notice of permanent bargaining unit vacancies shall be posted on bulletin boards in the respective divisions for seven (7) calendar days.
- 9.2.3 Return — Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice.
- 9.3 PROCEDURES FOR REDUCTION IN PERSONNEL — Employees will be laid off in accordance with their seniority and their ability (as determined by the Employer), to perform the remaining work available without significant further training. Ability to perform the work shall take into consideration the employee’s training, experience, skills, educational requirements (where appropriate), and specific licenses and certifications related to the job. When two (2) or more employees have relatively equal qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first. If two (2) or more employees were hired on the same date prior to the execution of this Agreement, seniority shall be determined alphabetically based on last name. Any employee hired after the execution date of this agreement shall establish seniority by date and time of hire.
- 9.4 RECALL PROCEDURE — Employees shall be recalled in the reverse order of layoff in accordance with their seniority and their ability (as determined by the Employer), to perform the remaining work available without significant further training. The Employer has no obligation to recall an employee after he or she has been on continuous layoff for a period of three (3) years. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the individual.
- 9.5 LEAVE OF ABSENCE — Any employee elected or appointed to permanent Guild office, or as a delegate on behalf of the Guild, necessitating a leave of absence, may at the discretion of

the Department Director be granted leave of absence by the Employer, provided sufficient advance notice is given so that such employee's work may be properly cared for. Any employee absent pursuant to such leave of absence shall retain and accumulate all seniority rights. All such leaves of absence shall be granted in writing by the Employer and a copy of the letter granting such leave shall be filed with the Guild and with the employee.

9.6 RETENTION OF SENIORITY — Seniority shall be retained and accumulated for any employee who has been promoted to a position out of the bargaining unit for a period of twelve (12) months, at the end of which time his/her seniority shall be forfeited.

ARTICLE 10WAGES AND CLASSIFICATIONS

10.1 Progression through the step plan in Appendix A, B and C shall be based upon satisfactory performance as determined by the Employer in consultation with the Crew Leader.

10.2 WAGES - Effective January 1, 2016, employees shall receive a 1% increase in wages as reflected in Appendix A.

10.3 WAGES - Effective January 1, 2017, employees shall receive a 1% increase in wages as reflected in Appendix B.

10.4 WAGES - Effective January 1, 2018, employees shall receive a 1% increase in wages as reflected in Appendix C.

10.5 The overtime rate of pay shall be determined by multiplying the above hourly rate by 1.5.

10.6 OUT OF CLASS PAY — An employee who is appointed by the Employer temporarily to the next highest classification will receive the DEFINE THIS pay rate, without retroactivity, after one (1) week, excluding the positions of Assistant Crew Lead and WWTP Tech.

ARTICLE 11LONGEVITY

11.1 The Employer agrees to the following longevity pay scale which shall be added to the monthly pay of each employee eligible:

- Beginning 5th year — \$ 50.00
- Beginning 10th year — \$100.00
- Beginning 15th year — \$150.00
- Beginning 20th year — \$200.00
- Beginning 25th year — \$250.00
- Beginning 30th year — \$300.00
- Beginning 35th year — \$350.00

ARTICLE 12PAYDAYS

12.1 Paydays shall be on the 5th of each month plus a draw of up to forty percent (40%) of the gross monthly pay on the 20th day of each month. Payroll checks or stubs shall identify the amount earned, hours worked, overtime and the deductions made.

ARTICLE 13SICK LEAVE

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- 13.1 All regular full time employees shall be entitled to accrue eight (8) hours of sick leave for each month of employment, with a maximum accrual of nine hundred sixty (960) hours. Sick leave shall be granted for family illness, personal sickness, or temporary disability not resulting from Workman's Industrial Accident. After three days a doctor's statement may be required to be submitted. Doctor's appointments shall be accounted for by actual time off rounded to the nearest one-half hour.
 - 13.2 Any employee shall be subject to disciplinary action for misuse of sick leave.
 - 13.3 Unless confined to a hospital, or on extended sick leave stay, an employee must call in each morning and notify the Crew Lead and/or Supervisor, as appropriate, of their need for sick leave. No sick leave shall be granted in less than one-half hour increments.
 - 13.4 BUYBACK — Once an employee has attained a minimum of four hundred eighty (480) hours of accumulated sick leave, the employee has the following options:
 - 13.4.1 He or she may accumulate any sick leave earned during the working year beginning on January 1st and ending on December 31st of that year to a maximum accrual of nine hundred sixty (960) hours.
 - 13.4.2 The employee may redeem the number of sick days accumulated during the working year at the rate of \$100.00 per day.
 - 13.5 Once an employee accumulates his or her sick leave earned during the working year, those accumulated sick days shall become part of the total accumulated sick leave and cannot be redeemed at a later date, except at separation with the City.
 - 13.5.1 Guild members, upon retirement, if eligible, may buy back sick leave under this section. Any remaining leave may be redeemed at the rate of 25% or 1/4 of the remaining sick days at a rate of \$100.00 per day. This compensation shall not be deemed excess compensation as defined by RCW 41.50.150.
 - 13.6 The employee shall notify the Employer on or before December 1st of the current working year of his or her intent to accumulate or redeem the sick days earned during that working year.

ARTICLE 14GROUP MEDICAL, DENTAL AND VISION INSURANCE

- 14.1 Effective January 2016, the Employer will make available to all full time employees and their enrolled dependents a choice between two Association of Washington Cities health care plans: (1) Health First 250 or (2) Group Health Co-Pay Plan 2. The Employer shall contribute a flat rate of up to one thousand two hundred dollars (\$1,350) per month toward the cost of medical insurance. Any remaining balance between the \$1,350 and the actual total cost of medical insurance for an employee and the employee's enrolled dependents shall be paid by the employee.
- 14.4 VISION - The Employer shall pay 100% of the premiums for the VSP vision care plan.
- 14.5 DENTAL - The Employer shall pay 100% of the premiums for the AWC Dental Plan E.

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- 14.6 The Employer shall pay the above premiums for dependents for an additional 30 day period and 90 days for the employees if laid off or disabled.
 - 14.7 No changes may be made under this section unless the overall level of benefits under the proposed policy is comparable to the overall level of benefits provided above.

ARTICLE 15LIFE INSURANCE

- 15.1 The Employer will provide, on behalf of each employee, term life insurance in the face amount of \$25,000.00. The spouse of each employee shall be covered in the amount of \$5,000.00, and each dependent over 6 months of age, shall be covered in the amount of \$2,000.00. Infants up to 6 months of age shall be covered in the amount of \$2,000.00; provided, however, at no time shall the amounts provided violate the provisions of R.C.W. 48.24.030. The Employer shall pay the full premium cost for the above life insurance.

ARTICLE 16DISABILITY INSURANCE

- 16.1 The Employer shall provide long term disability insurance to each employee covered by this contract. The plan shall provide 60% benefit level payable after a ninety (90) day elimination period.
- 16.2 The Employees may establish a Retiree Medical Savings Plan through employee contributions.

ARTICLE 17CALL BACK

- 17.1 Any Guild member shall be given a minimum of three hours overtime when called back to work. Call back is defined as follows: When Guild members have completed their regular shift or period of work and have left the City Shop or in case of Engineering employees, the Engineering Office.

ARTICLE 18MEAL TICKETS

- 18.1 Any employee will be entitled to a meal ticket up to fourteen dollars (\$14) in value in the event of an emergency situation when he or she has worked more than two (2) hours overtime at the end of their regular shift or four (4) hours overtime as a result of a call back. Meal tickets shall be used within eight (8) hours of the time employee completes emergency work.

ARTICLE 19JURY DUTY PAY

- 19.1 Any employee, who is required to perform jury duty, including grand jury duty, shall be compensated at their regular rate for time served in performance of jury duty. If jury service is at a time other than the employee's regularly scheduled day, the employee may accrue compensatory time for jury service. The Employer may require documentation from the court substantiating time served on jury duty. Any stipend received for jury duty shall be returned to the Employer and any mileage costs paid to the employee shall be retained by said employee.

ARTICLE 20WORK RELATED CLOTHING

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- 20.1 The Employer shall provide five hundred dollars (\$500.00) for purchasing work related clothing items for each bargaining unit employee. Employees are responsible for having work related clothing in good condition at the work site each day.
 - 20.2 The work related clothing allowance shall be paid semi-annually, with two hundred and fifty dollars (\$250.00) paid on the April payroll check, and two hundred and fifty dollars (\$250.00) paid on the October payroll check.
 - 20.3 Work related clothing shall mean:
 - Work Boots
 - Rain Gear (top bottom and boots)
 - Insulated Bib Overalls
 - Coat
 - Work Shirts
 - Work Pants

ARTICLE 21SAVINGS CLAUSE

- 21.1 Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 22MISCELLANEOUS PROVISIONS

- 22.1 A bulletin board shall be provided for the Guild notices. The Guild shall keep the board in good order. Guild shall hold Employer harmless for any loss resulting from anything on the bulletin board.

ARTICLE 23NOTICE OF DISCIPLINE AND DISCHARGE

- 23.1 JUST CAUSE — The Employer may discipline and discharge employees for just cause.
- 23.2 NOTICE — The Employer shall notify the bargaining unit member of any punitive disciplinary action concurrent with commencement of the action. With the exception of instances of egregious misconduct, the Employer agrees that all non-probationary employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge.
- 23.3 PROGRESSIVE DISCIPLINE — The Employer agrees that, with the exception of instances of egregious misconduct, discipline will generally proceed from less severe to more severe (for example: oral warning - written warning - suspension - termination). However, the Employer retains the sole right to determine what level and type of discipline should be imposed.
- 23.4 TERMINATION — Non-probationary employees shall be notified in writing of the reason(s) for discharge at the time of or prior to separation. The Guild shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.

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- 23.5 PROBATIONARY EMPLOYEES — The Employer may separate probationary employees with or without cause.
 - 23.6 In the event of documented reprimand is placed in an employee’s permanent personnel file, after one year from the date of the reprimand the employee may request that the Employer remove such reprimand from the file. Removal of said reprimand shall be at the sole discretion of the Employer and the Employer’s decision shall not be the subject of a Grievance.

ARTICLE 24NON-DISCRIMINATION

- 24.1 The parties to this Agreement agree that it is the intent, policy, and practice that there shall not be any discrimination between employees with respect to compensation, terms, or conditions of employment due to color, race, religion, creed, age, sex, national origin, marital status or mental or physical disability, in accordance with State and Federal rules and regulations.

ARTICLE 25MANAGEMENT RIGHTS

- 25.1 Any and all rights concerned with the management and operation of the Department of Public Works, including Engineering, and the Parks Department, are exclusively that of the Employer unless otherwise specifically provided by the terms of this Agreement. The Employer has the right, among other actions, to adopt rules for the operation of the Department and conduct of the employees, to discipline, suspend, or discharge employees for cause, to assign work, determine job content and job duties of employees, and determine the number of personnel to be assigned duty at any time, to determine and introduce new methods or facilities to increase productivity, to determine the work and shift schedule, to establish performance standards and evaluations, to contract for goods and services for operation of the Department, and to perform all of the functions not otherwise expressly limited by this Agreement.

ARTICLE 26GUILD RIGHTS

- 26.1 The Guild has all rights which are specified in the provisions in this Agreement and retains all rights granted by law, except as such rights may be limited by the provisions of this Agreement.

ARTICLE 27NO STRIKE NO LOCKOUT

- 27.1 Neither the Guild nor its officers, agents, representatives, or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other stoppage of work or interference of any kind with operations during the life of this Agreement.
- 27.2 There shall be no lockout by the Employer during the term of the Agreement

ARTICLE 28EMERGENCY COOPERATION

- 28.1 The City and the Guild agree to work in partnership toward a flexible and expeditious response to man-made and natural disasters and emergencies, including potential

emergency conditions arising from computer problems. For the purpose of this Article "emergency or disaster" shall have the meaning as provided in RCW 38.52.010 (6). Under conditions of emergency or disaster, the Guild agrees that in accordance with its management rights provisions of this Agreement the City may take the following emergency actions: (1) assign out-of-class work to bargaining unit employees; (2) assign bargaining unit work to excluded employees and/or management employees; (3) assign duties to bargaining unit employees which are not within the job descriptions of the employee(s); (4) hire temporary and contract employees to do bargaining unit work when no qualified member of the bargaining unit is available; (5) in the event of a serious revenue shortfall resulting from an emergency or disaster, the City may offer bargaining unit employees the option of a temporary reduction in their compensation in lieu of reduction in force. Under the conditions of an emergency or disaster, the Guild agrees that so long as the emergency actions described herein are undertaken during the existence of an emergency or disaster (with a City Commission declaration of an emergency or disaster as soon as practicable), or the period of recovery immediately following an emergency or disaster, such action shall not constitute a violation of any terms or conditions of the Agreement.

ARTICLE 29 DEFERRED COMPENSATION

29.1 The Employer shall contribute matching funds into one of the City's adopted deferred compensation programs as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six and two-tenths percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.


ARTICLE 30 LIFE OF AGREEMENT

30.1 This Agreement shall remain in full force and effect until December 31, 2018. The Guild and Employer shall give written notice on or before September 1 of any year the contract is due to be amended or terminated provided that if notice of modification or termination is given, this Agreement shall remain in effect up to one (1) year thereafter during the term of negotiations for a replacement Agreement. On notice, the parties shall meet and negotiate in good faith to arrive at agreed modification or new contract to be effective at the expiration of the term thereof. The prior contract currently in existence is hereby rescinded and this Agreement substituted in its stead, as comprising the entire Agreement currently existing between the parties.

DATED this 18th day of December, 2015.

CITY OF SHELTON

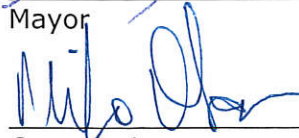
Shelton Employees Guild



Mayor



Authorized Guild Representative



Commissioner

Tracy Moore

Commissioner

Dave Heagy

City Administrator

PUBLIC WORKS

2016

Classification

Salary Grade A - Appointed	Entry	Step 1 After 12 Mo	Step 2 After 24 Mo	Step 3 Merit	Step 4 Merit	Step 5 Merit
Engineering Tech IV	\$ 27.65	\$ 28.90	\$ 30.20	\$ 31.57	\$ 32.98	\$ 34.45

Flat Rate

Crew Lead Street/Stormwater/Sewer Collection	\$ 32.20
Crew Lead Wastewater Treatment	\$ 30.96
Crew Lead Water	\$ 30.96
Crew Lead Recycling/Solid Waste	\$ 30.96
Crew Lead Parks	\$ 29.02

Salary Grade B - Appointed

Asst. Crew Lead Water	\$ 26.90
Asst. Crew Lead Street/Storm/Sewer Collection	\$ 26.90
Asst. Crew Lead Recycling/Solid Waste	\$ 26.25

Salary Grade C - Appointed

Flat Rate

WWTP Operator Tech	\$ 26.49
Water Quality Specialist	\$ 26.49
Eng Tech III	\$ 26.49

Salary Grade D - Appointed

Flat Rate Step 1 Cert. Step 2 Cert. Step 3 Cert.

Mechanic	\$ 25.61	\$ 25.87	\$ 26.13	\$ 26.39
Operator/Mechanic	\$ 25.61	\$ 25.87	\$ 26.13	\$ 26.39
Engineering Tech. - Advanced	\$ 25.61			
CAD Tech. Advanced	\$ 25.61			

Salary Grade E - Appointed

Step 1 Start	Step 2 After 12 Mo	Step 3 After 24 Mo	Step 4 After 36 Mo	Step 5 After 48 Mo	Step 6 After 60 Mo	Step 7 After 72 Mo	Step 8 After 84 Mo
Operator	\$ 19.17	\$ 20.19	\$ 21.21	\$ 22.21	\$ 23.22	\$ 24.25	\$ 25.29

Salary Grade F - Appointed

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo	Step 5 After 24 Mo	Step 6 After 30 Mo	Step 7 After 36 Mo
Engineering Tech.	\$ 16.20	\$ 17.02	\$ 17.86	\$ 18.74	\$ 19.70	\$ 20.65
CADD Tech.	\$ 16.20	\$ 17.02	\$ 17.86	\$ 18.74	\$ 19.70	\$ 20.65

Step 8 After 48 Mo	Step 9 After 60 Mo	Step 10 After 72 Mo	Step 11 After 84 Mo	Step 12 After 96 Mo	Step 13 After 108 Mo
\$ 22.29	\$ 22.87	\$ 23.45	\$ 24.05	\$ 24.67	\$ 25.29
\$ 22.29	\$ 22.87	\$ 23.45	\$ 24.05	\$ 24.67	\$ 25.29

Salary Grade G

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo	Step 5 After 24 Mo	Step 6 After 30 Mo
Maintenance Worker - Public Works/Parks	\$ 16.20	\$ 17.02	\$ 17.86	\$ 18.74	\$ 19.70
Maintenance Worker - Facilities	\$ 16.20	\$ 17.02	\$ 17.86	\$ 18.74	\$ 19.70

Salary Grade H

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo
Custodial Worker	\$ 17.38	\$ 17.81	\$ 18.26

PUBLIC WORKS

2017

Classification

Salary Grade A - Appointed	Entry	Step 1 After 12 Mo	Step 2 After 24 Mo	Step 3 Merit	Step 4 Merit	Step 5 Merit
Engineering Tech IV	\$ 27.93	\$ 29.19	\$ 30.50	\$ 31.89	\$ 33.31	\$ 34.79

Flat Rate

Crew Lead Street/Stormwater/Sewer Collection	\$ 32.52
Crew Lead Wastewater Treatment	\$ 31.27
Crew Lead Water	\$ 31.27
Crew Lead Recycling/Solid Waste	\$ 31.27
Crew Lead Parks	\$ 29.31

Salary Grade B - Appointed

Asst. Crew Lead Water	\$ 27.17
Asst. Crew Lead Street/Storm/Sewer Collection	\$ 27.17
Asst. Crew Lead Recycling/Solid Waste	\$ 26.51

Salary Grade C - Appointed

Flat Rate

WWTP Operator Tech	\$ 26.75
Water Quality Specialist	\$ 26.75
Eng Tech III	\$ 26.75

Salary Grade D - Appointed

Flat Rate Step 1 Cert. Step 2 Cert. Step 3 Cert.

Mechanic	\$ 25.87	\$ 26.13	\$ 26.39	\$ 26.65
Operator/Mechanic	\$ 25.87	\$ 26.13	\$ 26.39	\$ 26.65
Engineering Tech. - Advanced	\$ 25.87			
CAD Tech. Advanced	\$ 25.87			

Salary Grade E - Appointed

Step 1 Start	Step 2 After 12 Mo	Step 3 After 24 Mo	Step 4 After 36 Mo	Step 5 After 48 Mo	Step 6 After 60 Mo	Step 7 After 72 Mo	Step 8 After 84 Mo
Operator	\$ 19.36	\$ 20.39	\$ 21.42	\$ 22.43	\$ 23.45	\$ 24.49	\$ 25.54

Salary Grade F - Appointed

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo	Step 5 After 24 Mo	Step 6 After 30 Mo	Step 7 After 36 Mo
Engineering Tech.	\$ 16.36	\$ 17.19	\$ 18.04	\$ 18.93	\$ 19.90	\$ 20.86
CADD Tech.	\$ 16.36	\$ 17.19	\$ 18.04	\$ 18.93	\$ 19.90	\$ 20.86

Step 8 After 48 Mo	Step 9 After 60 Mo	Step 10 After 72 Mo	Step 11 After 84 Mo	Step 12 After 96 Mo	Step 13 After 108 Mo
\$ 22.51	\$ 23.10	\$ 23.68	\$ 24.29	\$ 24.92	\$ 25.54
\$ 22.51	\$ 23.10	\$ 23.68	\$ 24.29	\$ 24.92	\$ 25.54

Salary Grade G

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo	Step 5 After 24 Mo	Step 6 After 30 Mo
Maintenance Worker - Public Works/Parks	\$ 16.36	\$ 17.19	\$ 18.04	\$ 18.93	\$ 19.90
Maintenance Worker - Facilities	\$ 16.36	\$ 17.19	\$ 18.04	\$ 18.93	\$ 19.90

Salary Grade H

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo
Custodial Worker	\$ 17.55	\$ 17.99	\$ 18.44

PUBLIC WORKS

2018

Classification

Salary Grade A - Appointed	Entry	Step 1 After 12 Mo	Step 2 After 24 Mo	Step 3 Merit	Step 4 Merit	Step 5 Merit
Engineering Tech IV	\$ 28.21	\$ 29.48	\$ 30.81	\$ 32.21	\$ 33.64	\$ 35.14

Flat Rate

Crew Lead Street/Stormwater/Sewer Collection	\$ 32.85
Crew Lead Wastewater Treatment	\$ 31.58
Crew Lead Water	\$ 31.58
Crew Lead Recycling/Solid Waste	\$ 31.58
Crew Lead Parks	\$ 29.60

Salary Grade B - Appointed

Asst. Crew Lead Water	\$ 27.44
Asst. Crew Lead Street/Storm/Sewer Collection	\$ 27.44
Asst. Crew Lead Recycling/Solid Waste	\$ 26.78

Salary Grade C - Appointed

Flat Rate

WWTP Operator Tech	\$ 27.02
Water Quality Specialist	\$ 27.02
Eng Tech III	\$ 27.02

Salary Grade D - Appointed

Flat Rate Step 1 Cert. Step 2 Cert. Step 3 Cert.

Mechanic	\$ 26.13	\$ 26.39	\$ 26.65	\$ 26.92
Operator/Mechanic	\$ 26.13	\$ 26.39	\$ 26.65	\$ 26.92
Engineering Tech. - Advanced	\$ 26.13			
CAD Tech. Advanced	\$ 26.13			

Salary Grade E - Appointed

Step 1 Start	Step 2 After 12 Mo	Step 3 After 24 Mo	Step 4 After 36 Mo	Step 5 After 48 Mo	Step 6 After 60 Mo	Step 7 After 72 Mo	Step 8 After 84 Mo
Operator	\$ 19.55	\$ 20.59	\$ 21.63	\$ 22.65	\$ 23.68	\$ 24.73	\$ 25.80

Salary Grade F - Appointed

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo	Step 5 After 24 Mo	Step 6 After 30 Mo	Step 7 After 36 Mo
Engineering Tech.	\$ 16.52	\$ 17.36	\$ 18.22	\$ 19.12	\$ 20.10	\$ 21.07
CADD Tech.	\$ 16.52	\$ 17.36	\$ 18.22	\$ 19.12	\$ 20.10	\$ 21.07

Step 8 After 48 Mo	Step 9 After 60 Mo	Step 10 After 72 Mo	Step 11 After 84 Mo	Step 12 After 96 Mo	Step 13 After 108 Mo
\$ 22.74	\$ 23.33	\$ 23.92	\$ 24.53	\$ 25.17	\$ 25.80
\$ 22.74	\$ 23.33	\$ 23.92	\$ 24.53	\$ 25.17	\$ 25.80

Salary Grade G

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo	Step 5 After 24 Mo	Step 6 After 30 Mo
Maintenance Worker - Public Works/Parks	\$ 16.52	\$ 17.36	\$ 18.22	\$ 19.12	\$ 20.10
Maintenance Worker - Facilities	\$ 16.52	\$ 17.36	\$ 18.22	\$ 19.12	\$ 20.10

Salary Grade H

Step 1 Start	Step 2 After 6 Mo	Step 3 After 12 Mo	Step 4 After 18 Mo
Custodial Worker	\$ 17.73	\$ 18.17	\$ 18.62
			\$ 19.11