

A G R E E M E N T

BY AND BETWEEN

CITY OF SHELTON

AND

SHELTON FINANCIAL WORKERS GUILD

REPRESENTING FINANCIAL SERVICES
NON-SUPERVISORY AND NON-CLERICAL EMPLOYEES

January 1, 2018 THROUGH DECEMBER 31, 2018

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AGREEMENT
BY AND BETWEEN
CITY OF SHELTON
AND
SHELTON FINANCIAL WORKERS GUILD

REPRESENTING FINANCIAL SERVICES
NON-SUPERVISORY AND NON-CLERICAL EMPLOYEES

PREAMBLE

This Agreement is made and entered into by and between the City of Shelton, hereinafter known as the "Employer" and the Financial Workers 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.

Any issue or matters covered by the City of Shelton's personnel policies shall be superseded by this Agreement if this Agreement contains an article covering the same.

The Financial Services Department and the 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.

ARTICLE 1RECOGNITION

1.1 The Employer recognizes the Guild as the sole and exclusive bargaining representative for all regular full-time and regular part-time staff accountants and accounting assistants of the Financial Services Department, excluding supervisors, confidential employees, and all other employees, for the purposes of bargaining with respect to wages, hours of work and working conditions.

ARTICLE 2PAYROLL DEDUCTION

2.1 GUILD MEMBERSHIP. Membership in the Guild shall be a condition of employment for all employees in the bargaining unit. As a condition of employment, all bargaining unit employees shall become Guild members within thirty (30) days of employment and shall remain members in good standing. "Good standing" shall be defined as the act of tendering initiation fees and monthly dues uniformly required of membership in a timely basis.

2.2 ENFORCEMENT. The Guild agrees that the Employer shall not terminate the employment of any employee under this provision until written notification is received from the Guild that the employee has failed to pay the required dues or provided proof of an alternative payment based on religious tenets as provided below.

2.3 RELIGIOUS TEACHINGS EXCLUSION. In the event an employee objects to Guild membership based upon bona fide religious tenets or teachings of a church or religious body, as provided under RCW 41.56.122, such employee may pay an amount of money equivalent to the Guild's uniform monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.

2.4 PAYROLL DEDUCTION. The Employer agrees that, upon written authorization of any employee who is a member of the Guild, the Employer shall deduct from the pay of said employee the initiation fee and monthly dues in such amounts as may be fixed from time to time by the Guild in accordance with the Guild Constitution. This dues deduction authorization cannot be revoked until the termination of the Agreement or until the expiration of one (1) year from the date of this authorization, whichever occurs first.

2.5 EMPLOYER INDEMNIFICATION. The Guild shall indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of the payroll deductions.

ARTICLE 3.....STANDING COMMITTEE

3.1 The Guild shall elect up to two (2) members to a labor-management Standing Committee to meet with the Employer, of which any one (1) can act. The Employer shall appoint one (1) or more members to the Standing Committee to act for it. The Guild shall notify the City of its members and of any changes. The committee may bring in any person that they wish to assist them.

3.2 Not more than two (2) employees may attend labor negotiations without suffering loss of pay or leave time.

ARTICLE 4.....GRIEVANCE PROCEDURE

4.1 A grievance is defined as an alleged violation of the explicit terms and conditions of the Collective Bargaining Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits.

4.2 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 or should have obtained knowledge of the occurrence of the event giving rise to the grievance; provided, however, in no event may a grievance be filed more than sixty (60) days following the alleged occurrence

4.3 STEP 1. The employee or the steward shall bring the grievance to the attention of the Supervisor, who will investigate the cause of the complaint and work with the employees to effectuate an equitable solution. Every effort shall be made to resolve the difficulty at this level.

4.3.1 In the event the grievance is not settled in Step 1, or in the event the Guild is the aggrieved party, the grievant or the Guild representative of the grievant shall reduce the grievance to written form which shall include the following:

- A. Statement of the grievance and relevant facts
- B. Names of any witnesses
- C. Specific provisions(s) of the Agreement violated
- D. Remedy sought

4.4 STEP 2. If a mutually agreeable solution is not reached at the expiration of seven (7) business days, the services of the Department Head may be requested by either party, who shall promptly meet with the Standing Committee to attempt to resolve the grievance.

4.5 STEP 3. If a mutually agreeable solution is not reached at the expiration of seven (7) business days, the services of the City Manager may be requested. Requests shall be made in writing, and mailed or delivered to the City Manager detailing the grievance. The City Manager will issue a decision in writing within ten (10) business days.

4.6 STEP 4. If the grievance is not resolved by the City Manager to the satisfaction of the Guild, the Guild may request arbitration. A copy of the request for an arbitrator shall be submitted to the City Manager in writing within ten (10) business days after the Step 3 response is due or received. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the Guild's request to proceed to arbitration. In the event the parties are unable to agree upon an arbitrator within the five (5) day period, within ten (10) business days the Guild shall request the Public Employment Relations Commission to submit a list of nine (9) arbitrators. After flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator, and arbitration shall commence on a mutually acceptable date.

4.7 AUTHORITY OF THE ARBITRATOR - Questions of arbitrability shall be decided by the arbitrator. Only after a decision is made that the matter is procedurally arbitrable or that such preliminary determination cannot reasonably be made, the arbitrator shall proceed to hear the merits of the dispute. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation.

4.8 DECISION - The function of the arbitrator shall be to interpret and apply the express provisions of the Agreement, and he/she shall have no power to add to or subtract from or modify any terms of this Agreement. The arbitrator's decision must be based upon the evidence and the terms of the Agreement.

4.9 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 providing the decision does not involve action by the Employer which is beyond its jurisdiction.

4.10 COSTS AND EXPENSES - The fees, expenses and all other costs of the Arbitrator shall be shared equally by the parties. The cost of a written transcript, if prepared, shall be borne by the party requesting the transcript. If a written transcript is required by the arbitrator, the cost shall be borne equally between the Guild and the Employer. Each party shall be responsible for compensating its own representatives, attorneys, and witnesses.

4.11 TIME LIMITS - Time limits referred to in the Article may be waived 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 5 HOURS OF WORK

5.1 WORK WEEK. The normal work week for overtime eligible bargaining unit members shall consist of forty (40) hours in work or pay status from Sunday midnight to Sunday midnight.

5.1.1 At the Employer's option, employees may work out any other shift arrangement that is not detrimental to rendering public services efficiently.

5.2 OVERTIME - All work performed in excess of forty (40) hours per week shall be paid at the overtime rate of one-and one-half (1.5) times the regular rate of pay in accordance with state and federal labor laws.

5.3 COMPENSATORY TIME - Overtime shall be paid except where an overtime-eligible employee requests in writing compensatory time off and the Supervisor approves the request. The decision to grant or deny the accrual of compensatory time off is left to the sole discretion of management. Compensatory time off shall be earned at the same rate as overtime in accordance with the Overtime section, above. Employees shall be allowed to use their accrued compensatory time off upon reasonable notice and consistent with the City's reasonable operating needs through mutual agreement with the Employer. Employees terminating their service with the City shall be paid for all accrued compensatory time off as shown due the employee on the City's records. In no case will an employee be allowed to accumulate compensatory time in excess of eighty (80) hours.

ARTICLE 6 VACATION

6.1 Traditional Leave Plan - All full-time employees hired after August 1, 2003 shall accrue vacation leave as follows:

Years of service:	Hours per month:
0-5 years	6.67 hours
5-10 years	10 hours
10-15 years	13.33 hours
15-20 years	16.67 hours
20+ years	20 hours

6.2 All full-time employees hired prior to August 1, 2003 shall accrue vacation leave as follows:

Years of service:	Hours per month:
10-15 years	13.33 hours
15+ years	20 hours

6.3 Employees who work less than full time or less than a full month shall accrue leave on a prorated basis according to the schedule above and hours in pay status. Accrued leave shall be posted on a monthly basis and shall be available for use when posted.

6.4 In determining years of service for the purpose of computing vacation leave, all continuous service with the City of Shelton is included.

6.5 Vacation shall not accrue during any monthly pay period when the employee is on leave without pay for more than half of the scheduled work days.

6.6 ACCRUAL "CAP" – Accrual of vacation time shall be "capped" when an employee's vacation time balance equals two (2) times their annual vacation accrual. Until the balance is reduced, all or part of the monthly accrual(s) shall be forfeited by the employee. Once the balance is reduced below the cap, accrual will resume until such time as the cap is reached again. It is the employee's sole responsibility to monitor his or her vacation balance and to reasonably request and schedule leave to assure that his or her leave balance is maintained below the cap.

6.7 CHANGES OF ACCRUAL RATE – All accrual rate changes shall become effective the first day of the pay period in which the employee completes the service requirement and becomes

eligible for the higher accrual rate.

6.8 UTILIZATION – Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. Vacation time usage requires the prior approval of the supervisor.

6.9 SEPARATION – Employees who separate from City employment for any reason including layoff shall be paid for unused vacation time (up to a maximum of 480 hours). Employees who are on leave of any kind and subsequently give notice of resignation or fail to return to work will be considered to have separated on the last day worked – no additional leave will accrue after the last day worked.

ARTICLE 7 SICK LEAVE

7.1 RATE OF ACCRUAL – All full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Accrued leave shall be posted on a monthly basis and shall be available for use when posted.

7.2 Employees who work less than full time or less than a full month shall accrue sick leave on a prorated basis.

7.3 Sick leave shall not accrue during any monthly pay period when the employee is on leave without pay for more than half of the scheduled work days.

7.4 ACCRUAL "CAP" – Accrual of sick leave shall be "capped" when an employee's sick leave balance equals 960 hours. Until the balance is reduced, all or part of the monthly accrual(s) shall be forfeited by the employee. Once the balance is reduced below the cap, accrual will resume until such time as the cap is reached again.

7.5 UTILIZATION – Sick leave benefits are intended to provide income protection in the event of illness or injury. Sick leave may be granted by the (non-bargaining-unit) supervisor in the following instances:

7.6 At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury of the employee. When the supervisor has cause to believe leave is being abused, the employee may be required to furnish a written report from a physician substantiating the need for sick leave. Failure to furnish such report upon request may result in disciplinary action, up to and including termination.

7.7 At the discretion of the supervisor, an employee may be granted sick leave for a medical or dental appointment or illness or injury within the employee's immediate family which requires the attendance of the employee or where the employee's presence on the job could jeopardize the health of fellow employees. Under these conditions, with the consent of the employee's supervisor, the employee may use sick leave with pay the same as if the employee were personally in need of sick leave; however, such leave may not be granted unless the supervisor is satisfied that the absence of the employee is required to attend to the immediate family member with the medical appointment, illness or disability. When the supervisor has cause to believe leave is being abused, the employee may be required to furnish a written report from a physician substantiating that the employee is required to be in attendance.

7.8 Regardless of the reason for use, it shall be the responsibility of the employee to notify his or her supervisor before the scheduled start of the workday whenever possible. The direct supervisor must also be contacted on each additional day of absence unless the employee is instructed otherwise.

7.1 SICK LEAVE BUY-BACK – Employees who have accrued a balance of a minimum of 480 hours of sick leave may elect annually to redeem sick leave hours accumulated during the working year at the rate of \$100.00 per day to a maximum annual buy-back of \$1,200. This redemption shall be paid with the December paycheck.

7.2 SEPARATION – Employees who separate from City employment voluntarily or because of layoff shall be paid for unused sick leave in excess of 480 hours to the maximum accrual of 960 hours at the rate of one hundred (\$100.00) dollars per day.

7.3 DEFINITION OF IMMEDIATE FAMILY – Immediate family is defined as set forth in the City's Personnel Policy and Procedure Manual.

ARTICLE 8 BEREAVEMENT LEAVE

8.1 BEREAVEMENT LEAVE - If a death occurs among members of an employee's immediate family, the employee will be excused from work and allowed to use up to forty (40) hours of sick leave to attend the funeral and/or make arrangements. Funeral leave will be charged to sick leave and, if no leave is available, to leave without pay. Additional leave may be authorized under extenuating circumstances.

8.1.1 Immediate family is defined as set forth in the City's Personnel Policy and Procedure Manual.

ARTICLE 9 COURT LEAVE

9.1 COURT LEAVE - An employee who is called to serve as a juror or subpoenaed as a witness shall be entitled to court leave. Court leave shall be supported by written documentation. Employees shall provide the payroll office all moneys received from the court as compensation for service and in turn shall be paid their current regular salary while on court leave.

ARTICLE 10 FAMILY LEAVE

10.1 FAMILY LEAVE - Qualified employees may be granted family leave. When taking family leave, a qualified employee must exhaust all personal leave balances before using leave without pay.

ARTICLE 11 HOLIDAYS

11.1 The following legal holidays shall be observed:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day following Thanksgiving
Christmas	December 25
Two Floating Holidays	At Employee's Choice

11.2 GENERAL - 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.

11.3 Each employee who works on any holiday shall have the option to be paid at the rate of one-and-one-half the regular rate of pay for all hours worked in addition to regular pay or shall be given time off at the time-and-one-half-rate in lieu of overtime pay (Compensatory time). If the employee elects time off, it shall be taken at a time mutually agreed upon by employee and the Department Head.

11.4 FLOATING HOLIDAYS - Two floating holidays shall be granted and taken pursuant to the following guidelines:

11.4.1 The employee has completed the probationary period of six months;

11.4.2 The number of employees selecting a particular day off or any other factor does not prevent the City from providing continued public service.

11.5 Floating holidays must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied.

11.6 When the Department Head or his/her designee is 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.

ARTICLE 12 SENIORITY

12.1 PROBATION - All new employees, including rehires, shall be considered 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.

12.2 PROMOTIONS AND TRANSFERS - When an opening occurs, such opening shall be filled in the following manner:

12.3 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, current employees with the necessary qualifications shall have the opportunity to move to that position before the vacant position is filled from the outside. Qualifications as determined by the Employer mean the required experience, training and education, and the ability to perform the work of the position in a satisfactory manner.

12.4 POSTING - Notice of permanent bargaining unit vacancies shall be posted on the bulletin for seven (7) calendar days.

12.4.1 Promoted or transferred employees deemed not qualified by themselves or by the City during a six (6) month probationary period shall have the right to return to their previous job classification without prejudice.

12.5 PROCEDURES FOR REDUCTION IN PERSONNEL - Employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without 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 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.

12.6 RECALL PROCEDURE - Employees shall be recalled in the reverse order of layoff by classifications within divisions. The Employer has no obligation to recall an employee after he or she has been on continuous layoff for a period of one year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the individual.

12.7 Any employee elected as a delegate on behalf of the Guild necessitating leave may, at the discretion of the Department Head, be granted leave without pay by the Employer provided sufficient advance notice is given so that such employee's work may be properly cared for.

12.8 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 six (6) months, at the end of which time his/her seniority shall be forfeited.

ARTICLE 13 NON-DISCRIMINATION

13.1 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 14 LONGEVITY

14.1 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 15 CONTINUING EDUCATION

15.1 CONTINUING EDUCATION - The Employer shall pay for all job-related training required by the Employer to improve, maintain or update job skills. The Employer may reimburse employees for all or part of other pre-authorized training to enhance an employee's present position or as preparation for a promotable position if funds have been budgeted and the training is in the best interest of the City.

15.2 To be eligible for authorization, the employee must demonstrate the following:

15.2.1 That the training is necessary for improving skills to perform or enhance their present or a promotable position;

15.2.2 That funds have been budgeted in the operating budget;

15.2.3 That it is in the Employer's best interest to fund this training;

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- 15.2.4 That the employee has made application for approval of the course and tuition reimbursement to his/her Department Head at least ten (10) days prior to the registration for such course and that the Department Head has approved the application;
 - 15.2.5 That evidence of satisfactory completion of the course will be submitted to the City;
 - 15.2.6 That the employee is not receiving reimbursement for tuition from any other source; and
 - 15.2.7 That the City services shall be improved by the authorization of this training.
- 15.3 The Employer shall not pay for any fees which are not specific course/tuition fees. Books and course materials will not be paid by the Employer
- 15.4 At management's sole discretion, one or more of the requirements of this Article may be waived to allow reimbursement in recognition of unique or extenuating circumstances.

ARTICLE 16 DIRECT DEPOSIT AND PAYDAYS

- 16.1 Guild employees are required to enroll in direct deposit with a financial institution of their choosing.
- 16.2 Paydays shall be on the 10th of each month plus a draw of up to forty percent (40%) of the gross monthly pay may be requested for the 25th day of each month. If either date falls on a holiday or weekend, the pay date will be the last regular business day prior to the 10th or the 25th.

ARTICLE 17 LIFE INSURANCE

- 17.1 The Employer will provide, on behalf of each employee, term life insurance in the face amount of \$25,000. The employee may also elect coverage for an eligible spouse and/or dependents in the amount of \$5,000 for a spouse, \$2,000 for each dependent over 6 months of age, and \$100 for infants up to 6 months of age. However, at no time shall the amounts provided violate the provisions of RCW 48.24.030. The Employer shall pay the full premium cost for the above life insurance.

ARTICLE 18 SAVINGS CLAUSE

- 18.1 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 portion of this Agreement shall remain in full force and effect.

ARTICLE 19 GROUP MEDICAL, DENTAL, VISION AND DISABILITY INSURANCE

- 19.1 Effective January 2018, the Employer will make available to all full-time employees and their enrolled dependents, a choice between three Association of Washington Cities health care plans: (1) HealthFirst 250, (2) KP200, (3) a HealthFirst High Deductible plan, or 4) a Kaiser High Deductible plan. Part-time employees shall receive benefits on a pro-rated basis.
- 19.2 The City's premium share for medical benefits is reflected in Appendix B.
- 19.3 DENTAL COVERAGE - The Employer shall provide and pay all premiums for dental insurance for employees and listed eligible dependents through the Association of Washington Cities Dental Plan E.
- 19.4 VISION COVERAGE - The Employer shall pay 100% of the premiums for the VSP vision care plan.

19.5 DISABILITY COVERAGE - The Employer shall provide long term disability insurance to each employee covered by this contract. The plan shall provide a 60% benefit level payable after a ninety (90) day elimination period.

19.6 The Employees may establish a Retiree Medical Savings Plan through employee contributions.

ARTICLE 20 HIRING, SUSPENSION & DISCHARGE

20.1 The Employer retains the right to hire, suspend or discharge any employee.

20.2 In all disciplinary actions, the Employer agrees to apply the principles of progressive discipline as appropriate to the behavior. The employee shall be notified of disciplinary action in writing. The Employer agrees not to discharge any employee except for just cause.

20.3 In the event any employee is suspended or discharged and believes that he or she has been unjustly dealt with and requests Guild representation, the Guild shall notify the Employer. If the Employer and the Guild agree that the employee has been unjustly suspended or discharged, or agree that the action taken has been too severe, the Employer shall reinstate or re-employ such employee with no loss of seniority or loss of wages.

20.4 Any case of suspension or discharge not called to the attention of the Employer by the Guild within one (1) week from the time the Guild receives knowledge of such action shall be considered waived. Complaints in cases of discharge shall be placed in writing.

20.5 Written warnings shall be reviewed at the end of three (3) years and, if no same or similar offense has occurred, upon written request by the employee the warning shall be removed from the employee's record.

ARTICLE 21 MISCELLANEOUS PROVISIONS

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

21.2 TEMPORARY WORKERS - During times of emergencies or special circumstances, a temporary position may be created to perform work traditionally assigned to bargaining unit members. If the temporary position is filled for more than 120 days, the Employer agrees to meet with the Guild to discuss/negotiate inclusion in the bargaining unit. When a temporary employee becomes a regular employee, a probationary period shall commence.

ARTICLE 22 WAGES

22.1 Effective with the January 2018 payroll, wages shall be increased by three percent (3%) as reflected in Appendix A

22.2 STEP PLAN - All step increases shall occur on the first day of the month during which an employee's anniversary or promotion date occurs. Employees promoted from any position within the Guild shall enter the new position one step above their current salary.

22.3 Progression through the step plan in Appendix A shall be based upon satisfactory performance as determined by the Employer.

ARTICLE 23 RIGHTS

23.1 MANAGEMENT RIGHTS - Any and all rights concerned with the management and operation of the Department of Financial Services 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, to select 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 establish performance standards and evaluations, to classify new positions, to assign overtime, 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. The failure to enumerate retained rights, powers, authority and prerogatives shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

23.2 GUILD RIGHTS - 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 provision of this Agreement.

ARTICLE 24 NO STRIKE, NO LOCKOUT

24.1 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.

24.2 There shall be no lockout by the Employer during the term of the Agreement.

ARTICLE 25 ENTIRE AGREEMENT

25.1 The Agreement expressed herein in writing constitutes the full and entire Agreement between the parties, and no oral or written statements and/or no previously existing practices shall add or supersede any of its provisions, unless mutually agreed upon by both parties and an amendment or revision to said Article or section is properly adopted by the Guild and the Employer.

25.2 The parties acknowledge that each has the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for a collective bargaining. The results of this exercise of the rights are set forth in this Agreement, provided however, if any issue is mutually agreed upon, the parties to the Agreement may amend any article or section herein.

ARTICLE 26 EMERGENCY COOPERATION

26.1 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 27 DEFERRED COMPENSATION

27.1 The Employer shall contribute matching funds into a City adopted deferred compensation program as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of five percent (6.2%) of the employee's regular rate of pay (regular rate of pay includes earned longevity). The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

ARTICLE 28 LIFE OF AGREEMENT

28.1 This Agreement shall remain in full force and effect until December 31, 2018. This Agreement shall remain in effect 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 as 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 _____ day of _____, 2018.

CITY OF SHELTON

SHELTON FINANCIAL WORKERS GUILD

Mayor

President

Commissioner

City Manager

Commissioner

APPENDIX A

FINANCIAL SERVICES							
2018							
Classification	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		After Yr. 1	After Yr. 2	After Yr. 3	After Yr. 4	After Yr. 5	After Yr. 6
Staff Accountant-II	3,568.02	3,746.79	3,933.44	4,129.18	4,335.38	4,553.32	4,781.71
Staff Accountant	3,481.01	3,655.41	3,837.49	4,028.47	4,229.64	4,442.28	4,665.09
Accounting Asst. II	3,172.88	3,330.74	3,498.81	3,671.97	3,856.59	4,048.84	4,251.28
Accounting Asst. I	2,866.01	3,007.35	3,158.87	3,315.47	3,483.51	3,656.70	3,837.49

Appendix B

1.1 **Effective with the January 2018 payroll**, based on the employee and their dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand five hundred dollars (\$1,500) per month toward the cost of medical insurance. Employees not utilizing the full \$1,500 may start a Health Reimbursement Account (HRA) and request that the City deposit the difference up to \$75 per month into the HRA.

1.2 Employee's utilizing the maximum City contribution, may submit a written request to payroll to reduce the flat dollar amount paid by the City toward the cost of medical insurance up to \$75 per month, and request the City contribute an amount equal to the reduced amount into a HRA for the benefit of the employee.

1.3 In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,500.

1.4 Effective the first pay period of January 2018, guild members will receive a one-time payment of two hundred and fifty dollars (\$250.00) into each member HRA account. This payment is intended to help the transition from AWC HealthFirst/Kaiser to AWC HealthFirst 250/KP 200.

1.5 Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into a Health Savings Account (HSA).