

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF DILLINGHAM

AND

PUBLIC EMPLOYEES LOCAL 71

Effective

July 1, 2013 through June 30, 2016

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**ARTICLE 1
PREAMBLE**

The City of Dillingham, hereinafter referred to as the Employer or City, and Public Employees Local 71, hereinafter referred to as the Union, in accordance with Alaska Statutes Section 29.20.050, enters into the following agreement.

**ARTICLE 2
RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and seasonal employees in the Public Works and Port Departments in the City, excluding the Port Director and Public Works Director and all other City of Dillingham employees. Project employees, grant funded employees, volunteers and contract employees are not covered by this Agreement.

Section 1. Union Membership

Except as may be limited herein, it shall be a condition of employment that all employees coming under the terms of this Agreement, become and remain members in good standing with the Union, or pay fees as required by law for the life of this Agreement and any renewal thereof. As a condition of employment or continued employment, employees shall make application to join the Union or register to pay the agency fee within thirty-one (31) calendar days of the first day of employment or within thirty-one (31) calendar days following the date of signing this Agreement, whichever occurs later.

The tender of initiation fees and periodic dues and assessments uniformly required as a condition of retaining union membership shall constitute good standing in the Union for the purpose of this section.

Section 2. Dues Deduction

Upon written authorization of an employee in the bargaining unit, the Employer shall deduct from the payroll of the employee the monthly amount of dues, fees, and other employee benefits as specified by Secretary/Treasurer of the Union and shall transmit such amounts to the Union on a monthly basis.

Section 3. New Employees

It is further agreed that all workers employed by the Employer who are not already members shall become members of the Union or make the uniformly required payments on or before the thirty-first (31st) calendar day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement. Membership means to tender the initiation fees and the periodic dues or fees uniformly required as a condition of acquiring or

retaining membership in the Union. All requests by the Union for dismissal of any employee for failure to comply with this provision shall be in writing.

Section 4. Union Representatives

The Union shall have representatives, as designated by the Business Manager, who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit work areas covered by this Agreement with 48 hours advance notice to the City Manager or designee, so long as such visits do not disrupt the work or the employees doing such work.

Section 5. Shop Stewards

In addition to the above, the Union may, upon written notice to the City Manager, authorize Shop Stewards from among the employees of the Employer to investigate alleged violations of this Agreement. Stewards shall suffer no loss of compensation for time spent handling complaints and grievances and shall utilize Union Business leave for such matters. All time spent in such activities shall be recorded on the City's form which clearly identifies the activity as Union time.

Section 6. Hold Harmless

The Union agrees to hold the Employer harmless from any liability that might ensue as a result of actions to enforce this Article.

ARTICLE 3 MANAGEMENT RIGHTS

The Union recognizes that any and all rights, not in conflict with this Agreement, concerned with the management of the Employer and the direction of the working forces shall be vested exclusively with the Employer. Management rights and responsibilities shall include, but are not limited to, the right to:

- (a) Determine the overall mission and purpose of the Employer;
- (b) Maintain and improve the efficiency and effectiveness of the Employer to provide its citizens and taxpayers with adequate and reliable municipal services at the lowest cost possible;
- (c) Determine the services to be rendered, the manner by which services are to be performed, the technology to be utilized, or the matters to be budgeted and the priorities therefore;
- (d) Determine the overall methods, processes, means, job classifications, and personnel by which the work of the Employer is to be conducted;

- (e) Direct, supervise, hire, recruit, select, promote, train, evaluate, transfer, assign, and schedule employees;
- (f) Discipline employees for just cause;
- (g) Lay off employees from duties because of lack of work or funds or under conditions where the Employer determines the continued work would be inefficient or nonproductive; and
- (h) Adopt policies, rules, regulations, educational programs, and safety programs, provided however the exercising of the aforementioned rights is not inconsistent with the provisions of this Agreement.

**ARTICLE 4
EMPLOYEE CLASSIFICATIONS**

Employees are classified as follows:

- A full-time employee works a regularly scheduled time of eight (8) hours per day 40 hours a week. A part-time employee works a regularly scheduled time of less than eight (8) hours a day or 40 hours a week.
- A regular employee, either full-time or part-time, works six months or more in any year and does not include project or contract employees or volunteers.
- A temporary employee, either full-time or part-time, works less than six months in any year. If a temporary employee accepts a regular position, his/her anniversary date and accrual of benefits will begin the first day of the regular position.

Classifications

Job Titles

Harbor Intern
 Landfill Attendant
 Dock Assistant
 Landfill Operator
 Building and Grounds Asst.
 Dock Assistant II
 Harbor Assistant
 Heavy Equipment Operator
 Landfill Operator II
 Maintenance Mechanic I
 Water/WasteWater Operator I
 Buildings and Ground Foreman
 Heavy Equipment Mechanic

Landfill Supervisor
Dock Supervisor
Water/WasteWater Operator II
Lead Mechanic
Public Works Foreman

In the event the Employer establishes a new or revised occupational classification, the Employer shall notify the Union twenty-one (21) days prior to the implementation of the new classification. The hourly rate shall be determined by the City, subject to negotiations with the Union if the Union requests negotiations within seven (7) days of notification by the City of the hourly rate established by the City. In the event negotiations between the City and Union on the hourly rate do not produce an agreement, the hourly rate shall be as established by the City. An arbitrator shall have no authority to change the rate established by the City.

ARTICLE 5 WORK HOURS

Normal working hours of regular full-time City employees shall consist of a five (5) day week, 40 hours per week. Regular part-time employees are those employees who are scheduled to work at least 20 hours but less than 40 hours per week. The standard work week shall consist of the period from midnight Sunday to midnight the following Sunday. The standard work day shall consist of the period from midnight to midnight. The hours of normal employment for City employees shall be determined by the City based on operational needs.

Time and One Half

Employees shall be paid at one and one-half times their regular rate of pay for all hours worked as follows:

- 1) Hours in excess of 40 in one workweek;
- 2) All hours worked on regularly scheduled days off.

Double Time

All time worked on the seventh day of a workweek in excess of 48 hours total time worked within that workweek, except for regularly scheduled seven day workweeks, shall be paid at two (2) times the basic rate of pay.

Authorized holidays, annual leave, sick leave, etc. shall be considered part of the workweek, and considered hours worked for the purposes of calculating overtime. Schedules to meet department operating needs shall be established and altered by department heads with the approval of the City Manager. Temporary shifting of employees' working hours to meet routine needs shall be done as deemed necessary by the City. The affected employee shall receive reasonable notice of schedule and working hour changes.

Schedules may be varied by the City to meet the needs of the citizens using the services of the department.

When possible, the City shall notify the Union seven days prior to changing schedules or working hours.

The City may adopt flex-time arrangements (i.e. working 4-10 hour days).

The City will provide at least ten (10) days advance notice to affected employees and to the Union before adoption of a four ten-hour day workweek.

Call Out Pay- Employees who have completed their scheduled shift and are “called out” to perform additional work, shall be paid a minimum of one (1) hour of overtime.

Standby Pay - A standby employee will be paid \$2.50 per hour for each hour on standby. A standby employee is not severely restricted in activities but is available to be called to work. An employee designated by the City to be on standby who is called in to work will be paid at the applicable straight time or overtime rate. Standby pay is not considered hours worked for the purposes of calculating overtime.

ARTICLE 6 PROBATION

All employment of new hires or transfers/promotions of current employees shall be provisional, and subject to a probationary period of six (6) months. The probationary period for regular part-time employees shall be 1,040 hours worked. During the probationary period, newly hired employees may be terminated without resort to the grievance arbitration process.

Promotion. If an employee is promoted to a new position which is designated with a higher level on the salary schedule, they will generally begin with the first salary step of the new position, unless step one of the new position is less than their current step salary of the previous position. The promotion and salary adjustment may be made at any time during the year, but the employee’s anniversary date remains the same.

Evaluation After Assuming A New Position. An employee who assumes a new position, either through transfer or promotion, will be evaluated as specified for probationary employees. Should such an employee receive an unfavorable evaluation at the end of the probationary period, the employee will be placed in their old position or the first available position comparable to their previous position.

Layoffs and Recall. The City Manager may lay off an employee in any regular, provisional or temporary position due to a lack of work or funds or under conditions where the Employer determines the continued work would be inefficient or nonproductive. The employee’s current job performance and their length of service shall be the major factors used to determine the order in which regular employees shall be released. Consideration may also be given to employee efficiency and effectiveness as documented in past performance evaluations. At least two weeks

before the effective date of a lay off, the City Manager shall notify the employee(s) being laid off and Union, in writing, of the reason for the lay off.

The City will endeavor to recall employees from layoff status based upon the needs of the City and the qualifications of the employee. If, in the opinion of the City, the qualifications of two or more employees are roughly equal, the employee with the greatest length of service with the City will be recalled first. Employees on layoff status are eligible for recall for one year from the date of layoff.

During the period of layoff, no vacation or other days of paid leave shall accrue to the employee. When an employee returns to work following recall, however, he/she may use any leave accrued at the time of layoff.

If the employee refuses the recall, or if the layoff continues for more than one year, the employee shall be paid for any unused days of paid leave accumulated at the time of layoff, as specified in these policies. Employees will be advised of the option to take accrued benefit pay at the time of layoff, in order to eliminate the need to wait for up to a year for the payment.

ARTICLE 7 LEAVE

Section 1. Personal Leave

Regular full-time and regular part-time employees shall be entitled to Personal Leave which will accrue at the rates specified below. When accrual dates do not coincide with the commencement or end of the pay period, the accrual shall be computed on a pro rated basis. Temporary employees do not accrue leave. Regular part-time employees accrue personal leave time as a percentage of time actually worked based on a full time equivalent.

Employees on probation for disciplinary reasons may not take personal leave.

Section 2. Leave Request Forms

Employee leave must be documented with a properly executed and approved leave request form. Personal leave must have prior approval by the supervisor and department head. The longer the leave requested the greater lead time must be given, e.g. a leave of a week or more should be requested at least two to three weeks in advance. The City will respond to a leave request within fifteen (15) calendar days. Requests for personal leave will not be unreasonably denied.

As it is rarely possible to present sick leave in advance, the employee is required to have a leave request form filled out and approved as soon as he/she returns to work.

Section 3. Personal Leave Accrual Rates

Personal leave will accrue at the following rates:

- During the 1st and 2nd year of service 15 days per year
- During the 3rd, 4th and 5th year of service 21 days per year
- During the 6th year of service and thereafter 24 days per year

The Finance Office maintains records for each employee as to amount of annual leave accrued and used by each employee. A day of leave is defined as eight hours for a full-time regular employee or the number of hours equal to the average “day” for a part-time regular employee.

Section 4. Personal Leave Requirements

At least 80 hours of leave must be taken by June 30 of each fiscal year by a full-time employee and at least one-half of the leave time accrued by a part-time employee, except the first year of employment. It is the responsibility of the department head to insure that work is conducted and personal leave time scheduled taking into consideration the mission of the City. Leave requests shall be authorized as closely as possible to the employee’s request and will not be unreasonably denied. It is the responsibility of the employee to make such leave requests with advance notice so the department head can make proper schedule arrangements. The longer the employee wishes to have off, the more advance notice must be given to the department head.

Accrued and unused personal leave may be carried over from one year to the next for the purpose of accumulating a Personal Leave Reserve; however, on June 30 of any year an employee may not have more than 480 hours leave to his/her credit. Hours in excess of 480 may be cashed out or waived by the department head to be used the following year if it was not feasible for the City to approve a requested leave. A waiver cannot be given in consecutive years. Any overage of leave not utilized or waived will be available to cash out twice per year by the employee upon written notice, paid to the employee as a lump sum payment at the current cash value of the leave.

Each employee’s personal and sick leave balances are regularly recorded on his/her paycheck stub.

Changes in accrual of leave shall take effect as of the day following the anniversary date of hire in which employee completes the prescribed period of service.

If the employee terminates prior to the 90 day period, no leave will be paid.

Section 5. Sick Leave

Regular full-time employees shall accrue sick leave at the rate of one day per month. Regular part-time employees will accrue sick leave as a percentage of time actually worked based on a full-time equivalent. Accrued sick leave may be taken when on probation.

An employee eligible for sick leave with pay shall use such sick leave for absence due to personal illness, injury or exposure to contagious disease, or due to illness or death in the employee’s immediate family requiring the employee’s personal attendance. Immediate family

will consist of spouse, children, parents, brother and sister, and parents of spouse. Sick leave may be utilized upon initial hire.

Death in the immediate family, or of a current member of the employees' household, entitles an employee to five (5) working days of accrued sick leave, unless travel outside the City is required in which case an employee may use up to seven (7) working days of accrued sick leave. Additional days may be granted at the employer's discretion.

Routine medical, dental or optical appointments, including scheduled medical appointments for a current household or immediate family member, shall be included as cause for sick leave. An employee who is absent due to illness or injury shall inform his/her immediate supervisor of the reason and approximate length of absence as soon as possible. Failure to do so within a reasonable time may be cause for disciplinary action. A physician's statement justifying the absence may be required for all sick leave in excess of three consecutive work days.

If the City has any reason to believe an employee is abusing his sick leave privileges, a physician's certificate of incapacity may be required. Abuse of sick leave if substantiated, may be grounds for disciplinary action.

A regular employee whose absence has been approved as eligible for sick leave shall be paid for such time to the extent sick leave has accrued at his current rate of pay less the amount of any payment received from the Alaska Worker's Compensation Act or any similar payment. Insurance benefits, paid for by the employee only, will not reduce paid sick leave.

If an employee is ill, or is going to be late for work, the employee is expected to notify his/her supervisor not less than one hour before the time he/she is to report to work. Any employee who does not report that he/she is ill or will be late for work is absent without leave, unless the circumstances are justified. An employee without leave shall not receive compensation for the absence.

Section 6. Sick Leave Reserve

Employees may accumulate up to a total of 480 hours of sick leave in a Sick Leave Reserve. The purpose of the Sick Leave Reserve is to provide an employee with an economic cushion to be used in the event of a major illness or lengthy absence for medical reasons. No Sick Leave or Sick Leave Reserve will be paid at termination. Upon the death of an employee, any unused sick leave shall be paid to the employee's beneficiary at the employee's base rate of pay.

Section 7. Sick Leave Donation

Employees may, upon the approval of the City Manager, donate all or a portion of their accumulated leave to another employee who is facing a medical emergency or other extreme hardship conditions.

Section 8. Medical Leave

The City is in compliance with the federal Family Medical Leave Act and the Alaska Family Medical Leave Act. An eligible employee may take up to 18 weeks of paid or unpaid leave in a 24 month period to care for the employee's child, spouse or parent who has a serious health condition, or because of the employee's own serious health condition. Also, the employee may take up to 18 weeks of leave in a 12 month period because of pregnancy, childbirth, or adoption.

For purposes of the FMLA, the City utilizes the fiscal year as the relevant 12 month period.

An eligible employee is one who has been employed for at least 35 hours a week for at least six consecutive months, or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave.

Health and life insurance will be maintained for the employee while on family medical leave to the extent that it has been provided to the employee while working. The employee must reimburse the City for medical coverage while on Leave Without Pay. No other benefits will accrue. If medical and life insurance coverages are continued during the leave without pay, the employee will reimburse the City on a pro rata basis of 365 days in a year.

Application for family medical leave must be in writing and made as far in advance as reasonably possible, unless for an emergency. A physician's statement may be required and notice must be made at least one month in advance of a known leave of absence. All requests for medical leave of absence must be approved by the City Manager. If advance notice is not practicable, notice must be provided as soon as practicable. Notice to return to work must be provided at least two days prior to the employee's return. During the absence, the employee must contact the City weekly to report on their condition and the status of their absence.

All provisions of the Family Medical Leave Acts (federal and State) will prevail in all cases of dispute.

Section 9. Military Leave

Military leave shall be granted in accordance with applicable laws.

Section 10. Union Business Leave

There is hereby created a Union Business Leave Bank which shall be administered by the City with a monthly report of the balance and withdrawals provided to the Union Business Manager. The Bank shall be established by a one time transfer of one (1) day of personal leave from each new employee covered by this Agreement. Employees covered by this Agreement on the effective date of this Agreement shall donate one (1) day of personal leave when the employee's balance is at least one (1) day or more and such leave shall be transferred to the Bank. Existing employees who have donated leave during their current employment shall be exempt from this section.

Withdrawal requests from the Bank will be for purposes of contract negotiations, executive meetings, training sponsored by the Union, and other purposes as may be determined by the Business Manager. Requests for withdrawals from the Bank shall be made only by the Business Manager of the Union to the City Manager or designee on forms mutually agreed by the parties and furnished by the Union. Personal leave transferred to the Bank is final and not recoverable for re-credit to an individual's leave account.

Donations and withdrawals shall be computed and recorded as a dollar value based upon the donating and withdrawing employee's hourly rate. At any time the Union may fund the Bank by cash contributions.

The release of employees for Union leave shall not interfere with the performance of work. Release of employees shall not be unreasonably withheld by the City.

ARTICLE 8 HOLIDAYS

All employees in a regular full-time position shall be entitled to thirteen (13) paid holidays as designated in the City's Personnel Rules, as they may be amended. Holiday pay does count as hours worked for the purposes of calculating overtime. Holidays are paid on a prorated basis for regular part-time employees (except those whose wages are paid by grants that do not allow for such leave or benefits). Employees who are required to work on holidays shall be paid at their regular rate of pay plus time and one-half for all hours worked on a holiday, except for the birthday holiday which must be rescheduled.

ARTICLE 9 CONTRACTING OUT

If the Employer determines that the Employer's best interests requires work formerly performed by a unit member be contracted out of the unit, the City Manager shall notify the Union in writing of the Employer's proposal to contract out bargaining unit work and provide the Union with an opportunity to negotiate prior to implementation.

Work that has historically been performed by non-unit members may continue to be performed in the same manner.

ARTICLE 10 NO STRIKE CLAUSE

The Union agrees that during the term of the Agreement it will not cause, authorize, condone, sanction, support, or take part in any strike, walkout, work stoppage, concerted refusal to report for work, work slowdown, withholding of service or other work interference for any reason. The Employer agrees that during the term of this Agreement there shall be no lockout of employees.

**ARTICLE 11
GRIEVANCE PROCEDURE**

A. GRIEVANCE PROCEDURE

It is the intent of the City and the Union that employees and supervisors shall strive to anticipate and correct any situation that might lead to a grievance and thus, to the fullest extent possible, prevent grievances from happening. The parties recognize, however, that complaints and disputes do arise in the best of work environments and therefore, in order to amicably and fairly bring forth, consider, and adjudicate grievances, adopt the following procedures:

1. A grievance shall be defined as any difference, controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer involving the interpretation, application or alleged violation of any provision of this Agreement. This grievance procedure shall provide the sole means of settling differences, disputes or controversies.

STEP ONE: A written grievance shall be filed by an employee through the Union with the City within ten (10) calendar days of the date of the disputed action or the date the Union or employee is made aware of the action, whichever is later. Concurrent with filing of the written grievance, the Union may attempt to resolve the dispute informally by speaking with the Department Director. Informal discussion is encouraged prior to filing the written grievance. However, the Step One filing deadline is met by filing of the written complaint by the Union with the Department Director.

The Director with whom the grievance is filed must provide a written answer within ten (10) calendar days describing corrective action taken and whether the grievance is denied or granted in total or in part.

STEP TWO: Should the parties fail to agree to Step One, the grievance shall be referred in writing by the Union to the City Manager within ten (10) calendar days of the receipt of the Step One response. The designated Union representative shall meet with the City Manager or other designated representative of the City to discuss the grievance and attempt to resolve it. The City shall answer the Union's Step Two submittal within ten (10) calendar days of receipt, in writing. If the grievance cannot be settled within ten (10) calendar days after receipt by the Union of the City's step two response, the Union may proceed to Step Three of this article.

STEP THREE: Arbitration. Any grievance, which involves the application or interpretation of the terms of this Agreement, which is not settled at Step Two, may be submitted to arbitration by the Union. If the Union desires to move to arbitration, the request must be made in writing within ten (10) calendar days of the receipt of the Step Two response, and the parties will agree to meet within ten (10) calendar days to select an arbitrator.

B. ARBITRATION

1. In the event that arbitration becomes necessary, the arbitrator will be selected by the Union and the Employer by alternately striking names requested from the United States Federal Mediation and Conciliation Service list one (1) name at a time until only one (1) name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties. A coin flip shall determine striking order of the parties.
2. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby.
3. The authority of the arbitrator shall be limited to questions directly involving the interpretation or application of specific provisions of this Agreement and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties.
4. The arbitrator shall render a decision within 30 calendar days following the final day of the arbitrator hearing, unless mutually agreed upon by both parties. Expenses incident to the services of the arbitrator shall be borne by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. The Employer and the Union should be responsible for their own costs, including witness fees and attorneys fees.

C. TIME LIMITS

The failure of the Union to comply with the time limits set forth in this article shall constitute a bar to further processing of the grievance. Should the Employer fail to respond to a grievance within the time specified, the grievance shall be advanced to the next step. The time limits set forth in this article may be extended upon mutual written consent of the Employer and the Union.

ARTICLE 12 FRINGE BENEFITS

Section 1. Health Insurance

Medical and Life Insurance premiums will be provided by the City for all regular full-time employees. Regular part-time employees who work a minimum of 20 hours per week will have the option to obtain medical and life insurance coverage. If they wish to have such coverage, the City will pay a pro-rated portion of the premium that corresponds to the amount of time worked.

The City and Union shall work together to provide the best health coverage to the employees at the lowest economically feasible rates possible.

If the Union is able to find a substitute plan to cover unit employees at any point in time following the effective date of this Agreement, the Union may reopen the Agreement for the purpose of negotiating the issue of health plan substitution with the understanding that the Employer's contribution shall not increase during this Agreement unless agreed to by both the Employer and the Union. A substitute plan shall be adopted only by mutual agreement.

Section 2. PERS

All regular employees will belong to the P.E.R.S. and will pay a percentage of their salary into the System, according to the position they hold. The City, as a political subdivision will also pay a percentage as required into the System as outlined in applicable statutes.

ARTICLE 13 DISCIPLINE AND DISCHARGE

The Employer has the right to discipline or discharge an employee for just cause. "Just Cause" shall be defined to include progressive discipline, e.g. verbal or written counseling and the possibility of suspension without pay. The City may impose more severe discipline when the nature of the offense and circumstances warrant suspension or discharge. The Union shall be provided with a copy of written discipline. A Union Steward or representative shall be present, if requested by the employee, during an investigatory interview that may lead to discipline.

The following provisions shall apply only to employees in positions that require the employee to possess a commercial driver's license (CDL) and who are subject to testing for drugs and alcohol under the provision of title 49, Code of Federal Regulations.

- A. Employees who test positive for illegal drugs or alcohol as defined in the Code of Federal Regulations shall be suspended for a minimum of ninety (90) days without pay as discipline. More severe discipline, including discharge, may be imposed, subject to the just cause standard.
- B. Employees who test positive a second time for illegal drugs or alcohol will be discharged.
- C. The Union reserves the right to challenge the validity of the urinalysis and reporting under the provisions of Article 12.

ARTICLE 14 WAGES

Wages shall follow and be governed by the following Step Chart:

Level	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
I	Harbor Intern	10.60	10.82	11.04	11.26	11.49	11.72	11.95	12.19	12.43	12.68	12.93	13.19
II	Landfill Attendant	11.77	12.01	12.25	12.50	12.75	13.01	13.27	13.54	13.81	14.09	14.37	14.66
VI	Building & Grounds Asst Dock Assistant Harbor Assistant	18.27	18.64	19.01	19.39	19.78	20.18	20.58	20.99	21.41	21.84	22.28	22.73
VII	Heavy Equipment Operator Heavy Equipment Op/Dock Landfill Operator Maintenance Mech I Water/WasteWater Oper I	20.51	20.92	21.34	21.77	22.21	22.65	23.10	23.56	24.03	24.51	25.00	25.50
VIII	Bldg & Grounds Foreman Heavy Equipment Mechanic Landfill Technician Dock Supervisor Water/Wastewater Operator II	23.08	23.54	24.01	24.49	24.98	25.48	25.99	26.51	27.04	27.58	28.13	28.69
IX	Lead Mechanic Public Works Foreman	26.02	26.54	27.07	27.61	28.16	28.72	29.29	29.88	30.48	31.09	31.71	32.34

- A. The above base wage schedule will increase by 2% on July 1, 2013.
- B. The base wage schedule in effect on June 30, 2014 will increase by 1% on July 1, 2014.
- C. The base wage schedule in effect on June 30, 2015 will increase by 1% on July 1, 2015.

**ARTICLE 15
APPLICABILITY OF PERSONNEL REGULATIONS**

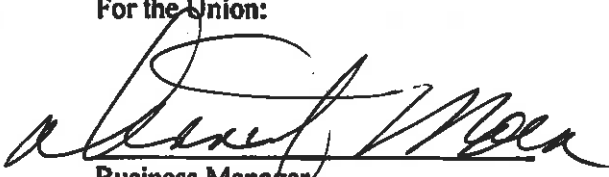
The City's Personnel Regulations shall apply to the extent they are not inconsistent with the terms of this Agreement. The City may revise the Personnel Rules provided such revision is not inconsistent with the terms of this Agreement. The City shall notify the Union in advance of proposed revisions to the Personnel Rules

**ARTICLE 16
TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2013 and remain in effect through June 30, 2016.

Signed this 18 day of June, 2013.

For the Union:


Business Manager

For the City:


City Manager