

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: C-15

DATE: December 13, 2007

SUBJECT: Resolution No. 07-35 Extending the Collective Bargaining Agreement with Teamsters local 763 (Representing Public Works and Clerical Workers)

CONTACT PERSON: Deborah Knight, City Administrator *D. Knight*

ISSUE:

The issue before the City Council is authorizing the Mayor to sign Resolution No. 07-35 (Attachment A), and the attached contract amendment approving an extension of the collective bargaining agreement (Agreement) with Teamsters Local 763, representing the City's public works and clerical workers.

STAFF RECOMMENDATION:

The staff recommendation is to authorize the Mayor to sign Resolution No. 07-35, and the related amendment, extending the terms and conditions of the collective bargaining agreement with the City's public works and clerical workers. The terms and conditions of the current Agreement shall remain in effect during contract negotiations and until the parties reach a settlement.

The Resolution clarifies that during the interim: (1) the employee percentage premium will continue on medical and dental insurance, (2) if a cost of living adjustment is negotiated, it will be retroactive to January 1, 2007, and (3) eligible unit members will receive classification step increases.

SUMMARY:

The City's contract with the public works and clerical workers is set to expire on December 30, 2007. Resolution No. 07-35 will extend the contract, by mutual agreement of both parties, pending the completion of negotiations in 2008. The City and Teamsters have been bargaining in good faith. However, the parties have not reached an agreement.

If the Council chooses not to approve the proposed resolution, the parties would return to the bargaining table to continue negotiations seeking to finalize an Agreement before the December 30, 2007 deadline.

BACKGROUND:

Under RCW 41.56 et al, public employees may form bargaining units or labor unions to represent them in collective bargaining negotiations with the City regarding wages, hours and working conditions.

The City is obligated to engage in collective bargaining with the employee's designated representative. The parties may mutually agree to extend the existing agreement until a settlement is reached.

DISCUSSION:

The City and Teamsters have not reached an impasse. Negotiations are underway. However, it does not appear that an Agreement approved by both parties will be ready before the current Agreement expires on December 30, 2007. Since the City Council's last meeting is December 13, 2007, even if a settlement is reached, it would be difficult to bring the Council back together to discuss and approve a final Agreement.

It seems prudent to extend the terms and conditions of the current Agreement until the parties reach an agreed upon settlement.

FISCAL IMPACT:

There is no fiscal impact to the City at this time, except the City's costs for medical and dental benefits will go up as a result of premium increases. The future fiscal impact will be determined when bargaining is complete and a final new contract is presented for approval.. .

ALTERNATIVES:

1. Approve Resolution No. 07-35 as presented.

This alternative will provide the City with some stability in the police department in regards to wages, hours and working conditions. The City will be able to craft its 2008 budget knowing the cost of its public works and clerical workers..

2. Direct City staff to return to the bargaining table to seek to finalize a contract before December 30, 2007.

This alternative will require City staff to continue negotiations. The collective bargaining unit is supportive of extending the current contract. Continuing negotiations may or may not be finalized before the current contract expires.

RECOMMENDED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE RESOLUTION NO. 07-35
EXTENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF SULTAN AND PUBLIC, PROFESSIONAL AND OFFICE – CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION # 763

ATTACHMENTS:

Attachment A – Resolution No. 07-35

Attachment B – Contract Section 10.1 and Appendix A

COUNCIL ACTION:

DATE:

RESOLUTION NO. 07-35

A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON,
EXTENDING THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF SULTAN AND
PUBLIC, PROFESSIONAL AND OFFICE – CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION # 763

WHEREAS, the collective bargaining agreement with public works and clerical workers between the City of Sultan ("City") and Teamsters Local 763 ("Teamsters") will expire on December 30, 2007 and;

WHEREAS, The City and Teamsters have been negotiating in good faith;
and

WHEREAS, by mutual agreement the parties agree that the terms and conditions of the current collective bargaining agreement shall remain in effect during contract negotiations and until the parties reach an agreement upon settlement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The collective bargaining agreement between the City of Sultan and Teamsters Local 763, effective July 1, 2006 through December 30, 2007 is hereby extended until the parties reach an agreement upon settlement, with the following clarifications:

- a. Article 10.1 (Medical and Dental Insurance) shall remain in effect and apply to any premium increase effective January 1, 2008 until other terms are negotiated as part of a new agreement;
- b. If a cost-of-living adjustment appears in the new agreement, it will be retroactive to January 1, 2008; and
- c. Classification steps as defined in Appendix A-2 to the existing agreement will remain in effect and eligible bargaining unit members will receive step increases as set forth in said Appendix A-2.

Section 2. Nothing in this resolution shall bind the City in future negotiations with the bargaining unit for a new agreement, and the City reserves all rights as to its future bargaining position.

Section 3. The Mayor is hereby authorized to execute an Amendment to the existing agreement incorporating the terms of this Resolution.

Section 4. The City Administrator is hereby authorized to continue negotiations with Teamsters Local 763 in good faith.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution or any resolution adopted or amended hereby, should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

RESOLVED this 13th day of December 2007.

BEN TOLSON, MAYOR

ATTEST/AUTHENTICATED:

LAURA KOENIG CITY CLERK

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF SULTAN, WASHINGTON AND PUBLIC, PROFESSIONAL AND OFFICE
– CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION # 763

This Amendment to Collective Bargaining Agreement between the City of Sultan,
Washington and Public, Professional and Office – Clerical Employees and Drivers
Local Union # 763 is made this _____ day of December, 2007

Whereas City and Union are parties to an existing collective bargaining
agreement for the period July 1, 2006 to December 30, 2007;

Whereas City and Union remain in negotiations concerning the terms and
conditions of a new collective bargaining agreement and wish to extend and clarify
the applicability of the terms of the current agreement until a new agreement is
reached;

Now, therefore, the City of Sultan, Washington and Public, Professional and
Office-Clerical Employees and Drivers Local Union #763 agree as follows:

1. extension and clarification. The current collective bargaining agreement is
extended and clarified on the terms of Resolution 07-35, passed by the City
Council, attached hereto, and incorporated herein by this reference.

Dated this _____ day of December, 2007

City of Sultan, Washington

By: _____
Ben Tolson, Mayor

Public, Professional and Office – Clerical Employees and Drivers Local Union
#763

By: _____
Authorized Representative

- 9.2.1 The term "immediate family" shall be defined as spouse and children of the employee, domestic partner (a person, other than a spouse, with whom one cohabits), step-children, parents, step-parents, brother, sister, mother and father-in-law, brother-in-law, sister-in-law, grandmother and grandfather grandchildren and aunts and uncles.
- 9.3 Maternity Leave - Maternity leave shall be granted in accordance with sick leave. Such maternity leave shall be for the period of time that the employee is temporarily disabled because of pregnancy or childbirth (see Personnel Policies).
- 9.4 Jury Leave - An employee who is required to serve on a jury or is required to appear before a Court shall be allowed authorized leave with pay less any amount received for such service. Documentation from the Court of payment received shall be required.
- 9.5 Leave of Absence - Employees may be granted up to twelve (12) months of leave of absence without pay subject to prior approval by the Employer. Such leave shall not constitute a break in service, but no benefits or seniority shall accrue or be paid during the leave of absence.
- 9.6 Bereavement Leave - In the event of a death in the employee's immediate family, the employee shall be granted use of up to three (3) days of leave with pay, which shall not be deducted from his sick leave, vacation leave or comp time balance. For purposes of this section, immediate family shall be defined by the terms outlined in Section 9.2.1 of this Agreement.

ARTICLE X HEALTH AND WELFARE

- 10.1 Medical and Dental Insurance - The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of employee dependent coverage under the following plans:
- Association of Washington Cities Medical Plan "B"
Association of Washington Cities Dental Plan "A"
- 10.2 Vision Insurance - The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Vision Plan (\$10.00 deductible).
- 10.3 Life Insurance - The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy with a face value of twenty thousand dollars (\$20,000) for each employee.
- 10.4 Employees who work less than eight (8) hours per day shall receive medical and dental insurance premium contributions on a pro rata basis, with the balance paid by the employee.

B-1

APPENDIX "A"

Wage scale effective July 1, 2006 through December 31, 2006

A.1 The increase in rates of pay effective July 1, 2006 will be two point three percent (2.3%) which is one hundred percent (100%) of the CPI-U for the period of June 2004 to June 2005.

CLASSIFICATIONS	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 48-60m	STEP F 61m +
Administrative Secretary	\$13.19	\$14.77	\$16.37	\$17.94	\$19.54	\$21.10
Building Inspector	\$14.06	\$15.45	\$16.84	\$18.25	\$19.65	\$21.03
Custodian	\$13.89	\$14.94	\$16.06	\$17.27	\$18.58	\$19.98
Deputy/Treasurer	\$12.30	\$13.46	\$14.72	\$16.11	\$17.64	\$19.30
Permit Assistant	\$12.30	\$13.46	\$14.72	\$16.11	\$17.64	\$19.30
Planning Associate	\$20.25	\$21.27	\$22.33	\$23.45	\$24.61	\$25.83
Police Records Specialist	\$12.30	\$13.19	\$14.12	\$15.14	\$16.22	\$17.39
Utility Clerk/Receptionist	\$12.30	\$13.19	\$14.12	\$15.14	\$16.22	\$17.39
Utility Worker	\$13.89	\$14.94	\$16.06	\$17.27	\$18.58	\$19.98
Water Systems Manager	\$20.25	\$21.27	\$22.33	\$23.45	\$24.61	\$25.83
Waste Water Treatment Plant Operator	\$13.91	\$15.33	\$16.88	\$18.60	\$20.47	\$20.96
Waste Water Treatment Plant Supervisor	\$20.25	\$21.27	\$22.33	\$23.45	\$24.61	\$25.83
Water Treatment Plant Operator	\$13.91	\$15.33	\$16.88	\$18.60	\$20.47	\$20.96
Receptionist General Office	\$10.31	\$11.04	\$11.82	\$12.64	\$13.53	\$14.49

Effective July 01, 2006, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of the percentage increase in the "All Urban Consumers Index (CPI-U, All Items Revised Series" (1967=100) for the Seattle-Tacoma-Bremerton Area for the period from June 2004 to June 2005, as is published by the Bureau of Labor Statistics, United States Department of Labor.

B-2

Wage scale effective January 1, 2007 through December 31, 2007

A.2

The increase in rates of pay effective January 1, 2007 will be four point two percent (4.2%) which is one hundred percent (100%) of the CPI-U for the period of June 2005 to June 2006.

CLASSIFICATIONS	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 48-60m	STEP F 61m +
Administrative Secretary	\$13.74	\$15.39	\$17.06	\$18.69	\$20.36	\$21.99
Building Inspector	\$14.65	\$16.10	\$17.55	\$19.02	\$20.48	\$21.91
Custodian	\$14.47	\$15.57	\$16.73	\$18.00	\$19.36	\$20.82
Deputy/Treasurer	\$12.82	\$14.03	\$15.34	\$16.79	\$18.38	\$20.11
Permit Assistant	\$12.82	\$14.03	\$15.34	\$16.79	\$18.38	\$20.11
Planning Associate	\$21.10	\$22.16	\$23.27	\$24.43	\$25.64	\$26.91
Police Records Specialist	\$12.82	\$13.74	\$14.72	\$15.77	\$16.90	\$18.12
Utility Clerk/Receptionist	\$12.82	\$13.74	\$14.72	\$15.77	\$16.90	\$18.12
Utility Worker	\$14.47	\$15.57	\$16.73	\$18.00	\$19.36	\$20.82
Water Systems Manager	\$21.10	\$22.16	\$23.27	\$24.43	\$25.64	\$26.91
Waste Water Treatment Plant Operator	\$14.49	\$15.97	\$17.59	\$19.38	\$21.33	\$21.84
Waste Water Treatment Plant Supervisor	\$21.10	\$22.16	\$23.27	\$24.43	\$25.64	\$26.91
Water Treatment Plant Operator	\$14.49	\$15.97	\$17.59	\$19.38	\$21.33	\$21.84
Receptionist General Office	\$10.74	\$11.50	\$12.32	\$13.17	\$14.10	\$15.10

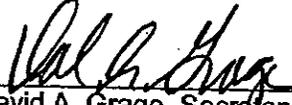
Effective January 01, 2007, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of that percentage increase in the "All Urban Consumers Index (CPI-U, All Items Revised Series" (1967=100) for the Seattle-Tacoma-Bremerton Area for the period from June 2005 to June 2006, as is published by the Bureau of Labor Statistics, United States Department of Labor.

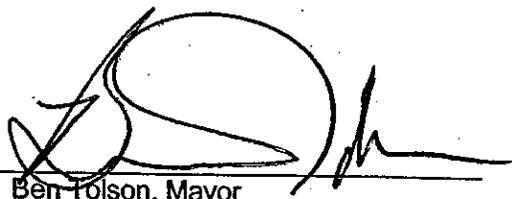
B-3

- A.3 A new employee shall be given credit for prior work experience in computing entry salary. Such experience shall qualify the employee to be placed on the wage schedule up to Step C of the appropriate classification.
- A.4 Advancement from one wage Step to the next within a given classification shall be based on completion of the required months of service in that Step.
- A.5 An employee who is promoted to a higher paid classification shall be placed into the lowest pay Step in the higher classification which provides for a pay increase; provided however, in no event shall an employee receive less than a five percent (5%) pay increase upon promotion.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters

CITY OF SULTAN, WASHINGTON

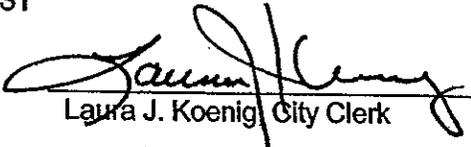
By 
David A. Grage, Secretary-Treasurer

By 
Ben Tolson, Mayor

Date 10-17-06

Date 10/23/06

ATTEST

By 
Laura J. Koenig, City Clerk

Date 10-23-06

B-4