SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: D-2

DATE: February 11, 2010

SUBJECT: Labor Negotiations

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:
The issue before the city council is to consider alternatives for professional labor negotiation services.

STAFF RECOMMENDATION:
Consider retaining Bruce Disend with Kenyon Disend to assist in negotiating the bargaining agreement with Teamsters Local 763. Provide direction to staff.

SUMMARY:
The city's bargaining agreement with Teamsters Local 763, representing utility and office/clerical workers, expires on December 31, 2010 (Attachment A). The city and teamsters are tentatively scheduled to begin negotiations in March.

The city council has expressed an interest in ensuring labor and benefit costs don't outpace stagnant revenues and utility rates. In addition, the city's current health insurance plan (AWC Plan B) will be discontinued in 2011 (Attachment B). The city must negotiate the impacts transferring employees to another medical plan with different health benefit levels.

The city has used members of the management team to negotiate past contracts. City staff recommend using a professional labor negotiator for the upcoming negotiations to assist in getting the most advantageous contract. Once the city's negotiating team is formed, the city council will have an opportunity in March, before negotiations begin, to review the current labor agreement and discuss in executive session bargaining strategies and preferences.

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. If the parties are unable to conclude a collective bargaining agreement, any matter in dispute may be submitted by either party to the Washington State Public

Employees Relations Commission (PERC) or the City may implement its last and best offer where there is no contract settlement, subject to grievance arbitration.

DISCUSSION:
The 2010 budget provides $15,000 to assist the city with negotiating its labor agreement with Teamsters Local 763 (8 hours/month x 9 months x $200/hour = $14,400).

Typically, government labor agreements are negotiated using either in-house staff, labor attorneys who specialize in negotiations with public employees, or independent negotiators familiar with governmental labor agreements.

There is also a hybrid approach where all three types of negotiators are used. City staff recommend using in-house staff to gather financial data, prepare draft agreements, take notes during bargaining sessions and make recommendations. The outside negotiator would be utilized for direct negotiations at the bargaining table.

Even with an outside consultant, city staff will be directly involved with the day-to-day negotiations. The city administrator will attend many, if not all, of the bargaining meetings. The city administrator, deputy finance director and department directors will provide analysis and direct input during the negotiations. This will limit the cost of the outside negotiator and maximize city staff time.

FISCAL IMPACT:
City staff requested recommendations for labor negotiators from cities throughout Washington State. A number of labor attorneys, including Bruce Disend rose to the top of the list along with a handful of independent consultants. Bruce Disend is a partner with the city's attorney firm, Kenyon Disend.

Mr. Disend's normal hourly rate is $245.00. Based on his extensive experience he believes that the negotiations should not be extensive. If negotiations are more complex Kenyon Disend will discount the normal hourly rate.

Independent negotiators typically charge $150/hour-$175/hour for services depending on the complexity of the negotiations and consultant's experience.

There is no requirement to prepare a formal request for proposal (RFP). The city may contact one or more individuals and/or firms and select from a short-list and/or interview potential consultants.

ALTERNATIVES:
There are three basic alternatives. Each alternative includes maximizing in-house staff and reserving the labor negotiator to lead bargaining sessions and complex negotiations.

1. **In-house Attorney.** Retain Bruce Disend from the city's attorney firm Kenyon Disend. The benefit of this alternative is the firm's familiarity with Mike Wilson,

the Teamsters representative from Local 763 and past history between the city and the bargaining unit. Mr. Disend has represented other cities in the region. He is highly recommended as an effective negotiator. Since Kenyon Disend is already under contract with the city, the only process is to set up a separate legal "matter" to track budget and expenditures. The only draw-back is the hourly rate which is on the high-side. The city will need to use Mr. Disend strategically to stay within the budget.

2. **Request for Proposal.** Prepare a formal request for proposal. The benefit of this alternative is to advertise broadly. The city may find a well qualified low-cost consultant to assist the city. The city council may then choose whether to select from the list of proposers with or without the benefit of an interview process.
3. **Short-list.** Prepare a short-list of consultants from other municipal recommendations and select from the short-list. The city council may then choose whether to select from the list of proposers with or without the benefit of an interview process. City staff recommend including Kenyon Disend on the short list.
4. **In-House Staff.** Determine it is in the best interest of the city to reserve the funds earmarked for a labor negotiator and use in-house staff. The concern, given past experience, is whether city staff could negotiate the most advantageous contract. It would probably be appropriate to use in-house staff to extend the terms of the current contract and make minor adjustments. However, since the deadline to change medical plans is December 2011 it would be strategic to negotiate these changes in 2010 before the current contract expires. The city attorney would be available to review proposals and tentative agreements negotiated by staff as well as the final negotiated agreement under the current city attorney on-call services contract.

RECOMMENDED ACTION:

1. Discuss the alternatives for negotiating a contract with Teamsters Local 763 representing public works and office/clerical employees.
2. Consider retaining Bruce Disend with Kenyon Disend to assist in negotiating the bargaining agreement with Teamsters Local 763. Provide direction to staff.
3. Identify the council's preferred alternative.
4. Direct staff to areas of concern.

ATTACHMENTS

A – Bargaining Agreement December 2008-December 2010
B – AWC Benefits Letter

A G R E E M E N T

by and between
CITY OF SULTAN, WASHINGTON
And
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Office-Clerical Employees)

~~July 01, 2006 through December 31, 2007~~
January 01, 2008 through December 31, 2010

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AGREEMENT

by and between
CITY OF SULTAN, WASHINGTON
And
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Office-Clerical Employees)

~~July 01, 2006 through December 31, 2007~~
January 01, 2008 through December 31, 2010

THIS AGREEMENT is by and between the CITY OF SULTAN, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION, UNION MEMBERSHIP & PAYROLL DEDUCTION

1.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time public works and office-clerical employees of the Employer, excluding supervisors, confidential and casual employees, elected officials and officials appointed for fixed terms. As used hereinafter within this Agreement, the term employee shall mean an employee within the bargaining unit.

1.2 Union Membership - All employees shall become members in good standing in the Union within thirty-one (31) days after the acceptance date of this Agreement or within thirty-one (31) days of the date of their employment and shall maintain their membership in good standing in the Union as a condition of continued employment, or

1.2.1 An employee who chooses not to become a member of the Union shall pay an amount equivalent to the regular Union dues and initiation fees to a recognized charity organization.

1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees the dues and fees of the Union and shall remit to the Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

1.3.1 The Union shall indemnify and hold harmless the Employer from any and all liability resulting from the dues deductions system.

1.4 Union Notification - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving the bargaining unit.

ARTICLE II NON-DISCRIMINATION

2.1 No employee shall be discriminated against for upholding Union principles or engaging in recognized Union related activities provided such activities shall not interfere with the employees work duties. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individuals' race, color, religion, sex, **sexual orientation, sexual preference,** national origin, marital status, or the presence of any physical, mental or sensory handicap, or age, unless such physical, mental or sensory handicap, or age is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of his employment opportunities, except as such may be a bona fide occupational qualification.

2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply to either gender.

ARTICLE III UNION RIGHTS

3.1 Union Investigation - Duly authorized representatives of the Union may visit the work location of employees upon reasonable notification to the Employer. Such representative shall limit his activities during such visitations to matters relating to this Agreement. Work hours shall not be used by employees and/or Union representatives for the conduct of Union business or the promotion of Union affairs other than stated herein. Union business, including the investigation of grievances, shall occur during non-working hours (e.g. coffee breaks, meal periods, before and after shift).

3.2 Bulletin Board - The Employer shall provide space on two (2) bulletin boards for the posting of official Union notices (City Hall and Utility Shop).

ARTICLE IV HOURS OF WORK, CALLBACK AND OVERTIME

4.1 Hours of Work: The workday shall consist of eight (8) hours of work, exclusive of mealtime.

The workweek shall consist of five (5) consecutive eight (8) hour days.

A reasonable effort shall be made by the employer to notify an employee of a change in their work schedule one (1) week in advance of any change.

By mutual agreement between the employee and the employer, an employee's work schedule may be other than five (5) eight (8) hour days. This shall include, but not be limited to a 4 - 10 schedule, or any other schedule mutually agreeable to the employee and the employer.

4.2 Rest Periods - All employees shall receive a rest period of fifteen (15) minutes for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. Authorized breaks must be arranged so as not to interfere with City business.

4.3 Meal Periods - Employees shall receive a meal period which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the work shift. The meal period for such employees shall normally be sixty (60) minutes (currently forty-five (45) minutes for Public Works employees).

4.4 Callback - An employee who has left work and is called back to work by their supervisor or designee after completion of a regular shift for unanticipated and/or emergency situations shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. If there are less three (3) hours prior to the beginning of the employee's regular shift, then pay shall be one and one-half (1 -1/2) times the employee's regular rate of pay for the time worked prior to the regular shift. If the employee is unable to get pre-approval for callback, the employee shall obtain approval from the supervisor prior to the end his next regular work shift.

4.4.1 Weekend Duty/Plant Checks - Any employee shall be compensated a minimum of three (3) hours per day at the overtime rate of pay for weekend duty/plant checks (to include watering, mowing, cleanup and other general duties assigned). If an employee chooses to leave work after completion of the plant checks and before the end of three (3) hours, they shall be paid only for those hours actually worked. Such duty shall be divided equally among qualified employees and shall be scheduled one (1) month in advance whenever possible and posted in the City shop.

4.4.2 Court Time - Employees who have been subpoenaed or requested to appear in court for City related matters shall appear and testify as directed. Court appearances during hours outside the employee's regular scheduled shift shall be compensated as overtime in accordance with current overtime provisions and shall be paid at a minimum of two (2) hours of pay. Court time shall not be considered call back time.

4.5 Overtime - All work performed in excess of forty (40) hours in any one (1) week (seven (7) day period) shall constitute overtime and be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. For the purposes of this Section, all work performed shall include holiday pay, sick leave and vacation.

4.5.1 Overtime shall be paid for in increments of fifteen (15) minutes with any portion of each fifteen (15) minutes over eight (8) minutes being paid as fifteen (15) minutes, or if less than eight (8) minutes, disregarded.

4.5.2 An employee may not work overtime without prior authorization from the supervisor.

4.5.3 Compensatory Time - In lieu of overtime pay, compensatory time may be accrued at the option of the employee. Scheduling of compensatory time shall be subject to approval of the employee's supervisor. Compensatory time-off shall be accrued at one and one-half (1-1/2) times the hours worked, to a maximum of one hundred forty (140) straight-time equivalent hours (i.e. 93.33 overtime hours equals 140 straight-time equivalent hours). An employee may not split a block of

overtime hours between pay and compensatory time if the maximum accrual limit has not been reached. All compensatory hours not scheduled to be used prior to the end of the calendar year shall be paid out on the last payroll of the calendar year, or during the first payroll of the following year at the employer's election.

4.6 Standby Duty - An employee who is required to be available and subject to call shall receive a Standby Duty Allowance. The Employer shall provide paging devices to those employees on Standby Duty.

4.6.1 An employee assigned to Standby Duty shall receive ten (10) hours of compensatory time for the weekly (seven (7) consecutive days) Standby Duty cycle.

4.6.2 Employees who are assigned to Standby Duty and who are called out shall be compensated pursuant to the Callback provisions in addition to the Standby Duty Allowance.

ARTICLE V WAGES

5.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

ARTICLE VI PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

6.1 Probation Period - A new employee shall be subject to a twelve (12) month probation period, commencing with his first day of work. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer; provided, however, the Employer may not discharge or discipline for the purpose of evading this Agreement or for the purpose of discriminating against an employee because of Union activity.

6.1.1 Trial Service Period - An employee who is promoted to a different bargaining unit classification shall be subject to a six (6) month trial service period to demonstrate his/her ability and capacity to perform the duties of the new classification. An employee who is unable to satisfactorily perform the duties of the new classification during the trial service period shall be returned to the classification the employee held immediately prior to the promotion; provided however, the new-hire probationary period of any employee shall not be lengthened or shortened as a result of this provision.

6.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first date of compensated work within the bargaining unit. In the instance where there are more than one employee starting the same day then the employee with the earliest written offer of employment from the Employer shall be recognized as the most senior.

6.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

Justifiable discharge;

Voluntarily quit;

Layoff exceeding twenty-four (24) months, or leave of absence exceeding twelve (12) months. A laid off employee is required to keep the City advised of their current address. Laid off employees will be notified of recall by certified mail. If recalled, they must respond within ten (10) calendar days of their intent to return to work.

Failure of the employee to return to work, after an approved leave of absence.

6.2.2 In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

6.3 Job Vacancies - When a permanent job vacancy occurs, present employees shall be given consideration for filling the vacancy, based on their length of service with the Employer, ability to perform the duties of the job, and when applicable in compliance with civil service rules.

6.3.1 Notice of permanent job vacancies shall be posted on the departmental bulletin board at City Hall, the Public Works Shop and the Police Station for seven (7) days. Present employees who desire consideration for such openings shall notify the Employer in writing during the seven (7) day period the notice is posted.

6.4 Seniority List - Upon request of the Union, but not more than once each year, the Employer will provide the Union with a list of employees showing the name of each employee within the bargaining unit, their present classification, and date of hire.

ARTICLE VII HOLIDAYS

7.1 Employees shall receive twelve (12) paid holidays as set forth below:

New Year's Day	January 1st
Martin Luther King Jr. Birthday	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving Day	
Day Before Christmas	December 24th
Christmas Day	December 25th
One (1) floating Holiday	Date to be selected by mutual agreement between employee and employer.

7.1.1 When any of the afore-referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday and when the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

7.1.2 An employee who is required to work on a holiday shall receive additional compensation at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked.

7.1.3 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status the normal workday before or after the normal workday after the holiday; provided however, employees returning from non paid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

7.1.4 **Regular Part-Time** Employees who **are regularly scheduled to** work less than eight (8) hours per day shall receive holiday benefits on a pro rata basis. **Pro-rata means the ratio between the number of hours in the employee's regular work schedule and forty (40) hours per week.**

7.1.5 Scheduling of the floating holiday shall be administered the same as vacation leave.

ARTICLE VIII VACATIONS

8.1 Each regular full-time employee shall accrue vacation with pay on the following basis in accordance with the employee's accumulated continuous service:

Years of Continuous Service	Monthly	Annually
Beginning of 1	6.67 hours	80 hours
Beginning of 2	7.00 hours	84 hours
Beginning of 3	7.33 hours	88 hours
Beginning of 4	7.66 hours	92 hours
Beginning of 5	9.33 hours	112 hours
Beginning of 6	9.66 hours	116 hours
Beginning of 7	10.00 hours	120 hours
Beginning of 8	10.33 hours	124 hours
Beginning of 9	10.66 hours	128 hours
Beginning of 10	12.33 hours	148 hours
Beginning of 15	14.00 hours	168 hours
Beginning of 20	15.33 hours	184 hours

8.1.1 New employees shall be eligible to use accrued vacation days upon completion of six (6) months of service, subject to Section 8.3 below.

8.2 An employee may accrue a maximum of two (2) years worth of vacation leave based on the employee's current accrual rate. In the event an employee reaches the maximum vacation accrual, the Employer shall notify the employee of such. The employee shall have sixty (60) days to reduce vacation leave to below the maximum. Any vacation leave in excess of the maximum accrual not used within the sixty (60) day period shall be forfeited. The sixty (60) day period may be

extended with written approval of the Mayor. Sick leave hours converted to vacation leave shall not count in the maximum accrual calculation.

8.3 ~~Employees shall request vacation, in writing, two (2) weeks in advance of the requested vacation days. Vacations shall be scheduled considering the employees' requests subject to the needs of the Department. In the event scheduling conflicts occur, the employee with the earliest seniority date shall be given preference in the selection of vacation time.~~ **Vacation schedules will be posted on December 1st of each year for selection purposes for the following year and shall remain posted until January 1st. Vacations shall be selected in order of seniority and a seniority list shall be posted. However, any vacation not selected by January 1st shall be granted to employees in the order in which the Employer receives employee vacation requests (on a first come, first served basis). Within five (5) working days from receipt of a vacation request, the Employer shall advise the employee of the status of such request. Vacation shall be scheduled considering the employees' request subject to the needs of the Department.**

8.4 Employees shall receive their vacation pay for vacations of three (3) days or more before leaving on their vacation; provided however, the employee shall give fifteen (15) days written notice to the Employer.

8.5 **Regular Part-Time Employees who are regularly scheduled to work less than eight (8) hours per day shall accrue vacation on a pro rata basis. Pro-rata means the ratio between the number of hours in the employee's regular work schedule and forty (40) hours per week.**

ARTICLE IX LEAVES

9.1 Sick Leave - Regular full-time employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall be accredited with an accumulation greater than nine hundred sixty (960) hours.

9.1.1 **Allowable Uses of Sick Leave:**

a. Employee's choice to use for own health condition (illness, injury, physical or mental disability due to pregnancy or childbirth);

b. The need to care for the employee's immediate family member who is ill or injured and/or a serious or emergency health condition;

c. Medical or dental appointments for the employee or immediate family member provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day;

d. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health or others;

e. Use of a legal drugs, prescription or over-the-counter medication, which

impairs job performance or safety;

f. The term "immediate family" **for the purpose of the sick leave policy** shall ~~be defined as~~ **include** spouse and children of the employee, domestic partner (a person other than spouse with whom one cohabits), step-children, parents, step-parents, brother, sister, mother and father-in-law, brother-in-law, sister-in-law, **daughter-in-law, son-in-law,** grandmother and grandfather, grandchildren, aunts and uncles, **or any person legally dependent upon the employee.**

g. The term "immediate family" **for the purpose of bereavement leave shall include** ~~be defined as~~ spouse and children of the employee, domestic partner (a person other than spouse with whom one cohabits), step-children, parents, step-parents, brother, sister, mother and father-in-law, brother-in-law, sister-in-law, **daughter-in-law, son-in-law,** grandmother and grandfather, grandchildren, aunts and uncles, **or any person legally dependent upon the employee.**

It is agreed by the parties to grandfather all current employees allowing them to include domestic partner (a person other than spouse with whom one cohabits) as "immediate family" for the purpose of sick leave and bereavement leave as outlined in Article IX (LEAVES) during the term of his/her employment with the City of Sultan. Employees hired after the date this contract is ratified are not eligible for this benefit. The Letter of Understanding (included in this agreement) lists the current employees grandfathered and eligible for this benefit.

~~9.1.1~~ 2 ~~The Employer may require that the employee, after three (3) consecutive days of illness, furnish a physician's proof of illness.~~ **After three (3) continual days of absence, the employer may require a written report from the employee's healthcare provider verifying the illness or incapacity. If the period of absence claimed as sick leave does not exceed three (3) days, no healthcare provider's certification shall be required to accompany the request for approval of sick leave time.**

9.1.2 Use of sick leave – **Sick Leave** shall be available to employees as soon as they have accrued the sick leave time and may be charged against their sick leave balance immediately.

~~9.1.3 Employees who work less than eight (8) hours per day shall receive sick leave on a pro-rata basis.~~ **Delete, amend and move to 9.6**

9.1.4 Sick Leave Buy Back - Should an employee's sick leave accrual reach the maximum set forth within Section 9.1, the employee may convert a maximum of forty (40) hours a year to vacation time.

9.1.4.1 Upon retirement, an employee who has been employed by the Employer for twenty (20) years or more shall receive compensation equal to twenty-five percent (25%) of the sick leave hours accrued but unused at the employees regular straight-time hourly rate of pay.

9.1.5 Shared Leave - ~~The Employer shall have a Shared Leave Program that enables~~ Employees may donate accrued paid leave to a fellow employee who has a

serious health condition and is about to exhaust their paid leave benefits. Any leave shared shall be on a dollar equivalent basis.

~~9.2~~ ~~Emergency Leave - In the event of an emergency situation in an employee's immediate family, such as a critical illness, serious injury or some other emergency situation so authorized by the employee's Department Head, the employee shall be granted use of up to three (3) days of sick leave to be off with pay.~~ **Replaced with 9.1.1**

~~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.~~ **~~Replace with 9.1.1 (g)~~**

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.

9.7 Regular Part-Time Employees who are regularly scheduled to work less than eight (8) hours per day shall receive sick and bereavement leave on a pro rata basis. Pro-rata means the ratio between the number of hours in the employee's regular work schedule and forty (40) hours per week.

ARTICLE X HEALTH AND WELFARE

10.1 Medical and Dental Insurance – **Effective January 1, 2008,** 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"

10.1.1 **Effective November 1, 2008, the Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of employee coverage eighty-nine percent (89%) 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"

10.1.2 **If an employee chooses not to cover their dependents (including spouse) under the medical and/or dental plan, the City will reimburse the employee fifty percent (50%) of the premium savings providing the employee is able to provide proof their dependents have coverage.**

Example: Dependent Coverage:
$408.15 X 50% = $204.08 Spouse
$189.60 X 50% = $ 94.80 First Dependent
$163.75 X 50% = $ 81.88 Second Dependent

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 **Domestic Partner Coverage – The City of Sultan, City Council voted to discontinue the recognition of "domestic partners" as dependents for the purpose of Health Insurance coverage under City Policy.**

This will no longer allow employees to cover "domestic partners" as dependents for the purpose of Health and Welfare coverage under Article X (Health, Welfare and Pension) of the current Collective Bargaining Agreement.

10.~~3~~**4** 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**5** **Regular Part Time** employees who **are scheduled** to 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. **Pro-rata means the ratio between the number of hours in the employee's regular work schedule and forty (40) hours per week.**

10.6 **Deferred Compensation - Employees may participate in the Washington State DRS Deferred Compensation Plan under the terms and conditions set up by the administrator of the program and applicable laws.**

10.7 **Teamsters Pension - The bargaining unit shall have the right once each year, at least sixty (60) days prior to the end of the calendar year, to notify the employer in writing of the unit's intent to divert a portion of any wage increase provided by this Agreement to the Western Conference of**

Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit. The diversion shall be effective the first month of the following year.

10.8 **Coverage – When an employee is hired, their healthcare benefits shall be effective on the first (1st) day of the following month in which the employee is compensated for work.**

ARTICLE XI MISCELLANEOUS

11.1 Footwear - The Employer shall reimburse each public works field employee, building inspector, and custodian up to two hundred fifty dollars ($250.00) annually for the cost of work boots. Receipt for the purchase of the purchase of the footwear must be presented for reimbursement. Work boots must meet Labor and Industry Standards.

11.2 Uniforms - ~~The Employer shall provide each public works department field employee five (5) uniform shirts and pants and one (1) jacket, such clothing items shall be laundered by the Employer. The Employer shall also provide such employees with identification badges. Uniform clothing, and identification badges, shall be worn by the employees while at work.~~

The Employer retains the right to establish acceptable uniform policies. Uniforms shall be worn at all times while the employee is on duty. Uniforms shall be clean at the beginning of each workday. The employer will cover the cost of replacement of uniform items worn or damaged by work activities to ensure employees are able to remain in compliance with uniform requirements. If the employer requires City logo'd clothing to be worn, it shall be furnished by the employer.

The Employer provides uniforms for each public works field employee, building inspector and custodian and allows these employees to wear blue jeans as an alternative to laundered uniform pants.

The Employer shall provide each year to each employee not less than the following number of uniform items:

Eleven (11) pairs of uniform pants
Eleven (11) uniform shirts
Five (5) pairs of blue jeans ($150.00 maximum reimbursement per year)
Three (3) mechanics coveralls
Five (5) short-sleeved T-shirts
Two (2) summer caps
Two (2) winter caps

Additionally, the employer shall provide each employee one (1) winter-weight (insulated) and one (1) summer weight coat every other year; one (1) set of raingear and one (1) pair of rubber boots shall be provided.

The employer shall launder all uniform items supplied (e.g. uniform pants and shirts).

New employees shall be provided uniforms within thirty (30) days of their first date of compensated work.

11.2.1 The Employer shall provide and launder coveralls and lab coats in accordance with current practice.

11.2.2 Permanent full time office personnel within the Police Department shall be provided with three (3) uniform shirts and pants and black footwear. Reimbursement for footwear shall not exceed $75.00 per year. Such clothing items shall be laundered by the Employer in accordance with current practice.

~~11.3 Foul Weather Gear - The employer shall furnish foul weather gear where needed. The gear will remain in the custody of the employer.~~

11.4 Leave Accounting - Employees shall be provided an accounting of accrued sick leave and vacation hours on their biweekly paychecks. A monthly accounting of comp time will be provided to the employees on the twentieth (20th) of each month, accounting for all time through the previous calendar month, or, if the 20th falls on a weekend or holiday, the first working day following the 20th.

11.5 Training - The employees shall attend training and seminars necessary for maintaining required certifications as determined by the Employer. Employees requesting training shall provide a written request to their supervisor. Said request shall include the nature of the training, dates of attendance, and all related costs. Employees attending a training activity out of the area shall receive eight (8) hours at the employee's regular straight time hourly rate of pay. Employees attending a training activity in the area shall be paid portal to portal. The Employer shall pay all costs related to such activities, including mileage in accordance with the rate established by resolution when a City vehicle is not available. "In the area" shall be defined as that area within a fifty (50) mile radius of the City limits. The Employer shall determine if an overnight stay is required.

11.5.1 Union ~~Officials~~ **Stewards** Time-Off - A Union ~~Official~~ **Steward** who is an employee of the bargaining unit (Shop Steward or alternate) may be granted eight (8) hours paid time-off bank (straight time per year) for training seminars or courses as endorsed by the Union. Provided:

~~They notify~~ **The Shop- Steward or Union notifies** the Employer in writing at least forty-eight (48) hours prior to the time-off period. The Employer is able to properly staff the employee's job duties during the time-off period.

The wage cost to the Employer is no greater than the cost that would have been incurred had the Union ~~Official~~ **Steward** not taken time-off; and

Union ~~Officials~~ **Stewards** shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.

11.6 Higher Classification - In the event an employee performs substantial amounts of duties of work in a higher classification than that to which they are regularly assigned, they shall be paid at the rate of one hundred fifteen percent (115%) of the employee's regular rate of pay for the period worked in that classification, provided the employee has worked in the higher classification for a period of not less than five (5) consecutive workdays.

ARTICLE XII MAINTENANCE OF STANDARDS

12.1 No employee shall suffer a reduction in wage rate compensation as a result of this agreement.

ARTICLE XIII DISCIPLINARY ACTION/WARNING LETTER

13.1 The Employer may not discharge or otherwise discipline employees except for just cause. Prior to suspending or discharging an employee for unsatisfactory work performance, the Employer shall give the employee a written notice of the employee's unsatisfactory work performance, in accordance with the procedures set out in the personnel ordinance. Discipline shall be administered by the Employer within a reasonable time after the Employer acquires knowledge of the offending conduct. Notices of disciplinary action not expressly made a permanent part of an employee's record shall be removed from the employee's file after the later of twelve (12) months or the probationary period specified in the disciplinary notice, if there have been no further disciplinary actions of a similar nature. Copies of all disciplinary action notices shall be forwarded to the Union at the time it is given to the employee; provided however, the Employer's inadvertent failure to do so shall not negate the disciplinary action.

ARTICLE XIV GRIEVANCE PROCEDURE

14.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be by utilizing the following procedure:

14.2 Step One - The Union shall present the grievance in writing to the City Administrator and/or the Mayor within fifteen (15) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence, or it shall not be subject to the grievance procedure. The Employer shall attempt to resolve the grievance within ten (10) calendar days. If not so resolved, the grievance shall proceed to Step 2.

Step Two - In the event of the failure of the Union and City Administrator and/or the Mayor to reach a satisfactory adjustment within ten (10) days from the date a grievance is filed in writing, either party may refer the matter to a third (3rd) neutral party, who shall serve as an impartial arbitrator. In the event the Union and Employer cannot mutually agree upon the third neutral party, they shall petition the Public Employment Relations Commission to submit a list of seven (7) names of qualified arbitrators from which the parties shall alternately strike names until only one (1) name remains. The right to strike first shall be determined by the flip of a coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement.

14.3 Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

14.4 If the Employer is the grieving party, the same procedure set forth above shall apply except the roles of the Union and the Employer shall be reversed.

ARTICLE XV MANAGEMENT RIGHTS

15.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement.

15.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any new, improved or automated methods of equipment and the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title. Other examples of management prerogatives are the right to hire, promote, discharge for just cause, improve efficiency and determine the work schedules and location of department headquarters.

15.3 The Union recognizes the Employer's right to establish performance standards as contained in the job descriptions. Such standards may be used to determine acceptable performance levels and to prepare work schedules. Performance standards shall be reasonable.

ARTICLE XVI SEPARABILITY AND SAVINGS

16.1 It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgment of any Court. In such event, upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE XVII DURATION

17.1 This Agreement shall be effective ~~July 1, 2006~~ **January 1, 2008** and shall remain in full force and effect through December 31, ~~2007~~ **2010** . It is agreed that contract negotiations shall commence no later than June 30, 200~~7~~ **9**.

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

By _____
David A. Grage, Secretary-Treasurer

Date _____

CITY OF SULTAN, WASHINGTON

By _____
Ben Tolson, Mayor

Date _____

ATTEST

By _____
Laura J. Koenig, City Clerk

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF SULTAN, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Office-Clerical Employees)

January 01, 20068 through December 31, 200710

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SULTAN, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2007, the hourly rates of pay for classifications covered by the Agreement shall be as follows:

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~~

A.1.1 Effective January 01, 200~~7~~**8**, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of the percentage increase set forth in the ~~"All Urban Consumers Index" (CPI-U)~~ **Urban Wage Earners and Clerical Workers (CPI-W),** All Items Revised Series (~~1967~~ **1982-84**=100) for the Seattle-Tacoma-Bremerton Area for the period from June 200~~5~~**6** to June 200~~6~~**7**, as is published by the Bureau of Labor Statistics, United States Department of Labor.

A.2 Effective January 01, 200**9**, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of the percentage increase set forth in the ~~"All Urban Consumers Index" (CPI-U)~~ **Urban Wage Earners and Clerical Workers (CPI-W),** All Items Revised Series (~~1967~~ **1982-84**=100) for the Seattle-Tacoma-Bremerton Area for the period from June 200**7** to June 200**8**, as is published by the Bureau of Labor Statistics, United States Department of Labor.

A.X Effective January 01, 20**10**, the rates of pay set forth within Section A.1 shall be increased by one hundred percent (100%) of the percentage increase set forth in the ~~"All Urban Consumers Index" (CPI-U)~~ **Urban Wage Earners and Clerical Workers (CPI-W)**, All Items Revised Series (~~1967~~ **1982-84**=100) for the Seattle-Tacoma-Bremerton Area for the period from June 200**8** to June 200**9**, as is published by the Bureau of Labor Statistics, United States Department of Labor.

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

By _____
David A. Grage, Secretary-Treasurer

Date _____

CITY OF SULTAN, WASHINGTON

By _____
Ben Tolson, Mayor

Date _____

ATTEST

By _____
Laura J. Koenig, City Clerk

Date _____

2006 2.3%

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

2007 4.2%

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	$15.78	$16.90	$18.12
Utility Clerk/Receptionist	$12.82	$13.74	$14.72	$15.78	$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	$214.84
Receptionist General Office	$10.74	$11.50	$12.32	$13.17	$14.10	$15.10

2008 3.3%

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	$14.19	$15.90	$17.62	$19.31	$21.03	$22.72
Building Inspector	$15.13	$16.63	$18.13	$19.65	$21.16	$22.63
Custodian	$14.95	$16.08	$17.28	$18.59	$20.00	$21.51
Deputy/Treasurer	$13.24	$14.49	$15.85	$17.34	$18.99	$20.77
Permit Assistant	$13.24	$14.49	$15.85	$17.34	$18.99	$20.77
Planning Associate	$21.80	$22.89	$24.04	$25.24	$26.49	$27.80
Police Records Specialist	$13.24	$14.19	$15.21	$16.29	$17.46	$18.72
Utility Clerk/Receptionist	$13.24	$14.19	$15.21	$16.29	$17.46	$18.72
Utility Worker	$14.95	$16.08	$17.28	$18.59	$20.00	$21.51
Water Systems Manager	$21.80	$22.89	$24.04	$25.24	$26.49	$27.80
Waste Water Treatment Plant Operator	$14.97	$16.50	$18.17	$20.02	$22.03	$22.56
Waste Water Treatment Plant Supervisor	$21.80	$22.89	$24.04	$25.24	$26.49	$27.80
Water Treatment Plant Operator	$14.97	$16.50	$18.17	$20.02	$22.03	$22.56
Receptionist General Office	$11.09	$11.88	$12.73	$13.60	$14.57	$15.60

2009 6.2%

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	$15.07	$16.89	$18.71	$20.51	$22.33	$24.13
Building Inspector	$16.07	$17.66	$19.25	$20.87	$22.47	$24.03
Custodian	$15.88	$17.08	$18.35	$19.74	$21.24	$22.84
Deputy/Treasurer	$14.06	$15.39	$16.83	$18.42	$20.17	$22.06
Permit Assistant	$14.06	$15.39	$16.83	$18.42	$20.17	$22.06
Planning Associate	$23.15	$24.31	$25.53	$26.80	$28.13	$29.52
Police Records Specialist	$14.06	$15.07	$16.15	$17.30	$18.54	$19.88
Utility Clerk/Receptionist	$14.06	$15.07	$16.15	$17.30	$18.54	$19.88
Utility Worker	$15.88	$17.08	$18.35	$19.74	$21.74	$22.84
Water Systems Manager	$23.15	$24.31	$25.53	$26.80	$28.13	$29.52
Waste Water Treatment Plant Operator	$15.90	$17.52	$19.30	$21.26	$23.40	$23.96
Waste Water Treatment Plant Supervisor	$23.15	$24.31	$25.53	$26.80	$28.13	$29.52
Water Treatment Plant Operator	$15.90	$17.52	$19.30	$21.26	$23.40	$23.96
Receptionist General Office	$11.78	$12.62	$13.52	$14.44	$15.47	$16.57

for your benefit

A Publication of the AWC Employee Benefit Trust

Editor: Shawna Rice, Senior Employee Benefits Specialist

April 28, 2008

Plan A & Plan B Termination

As discussed in prior issues of For Your Benefit, the Board of Trustees met in April to discuss the phase-out of existing plans (Regence/Asuris Plans A & B) as well as the addition of new plan options.

The fiscal integrity of the Employee Benefit Trust remains strong. It was of utmost importance to the Board to position the Trust benefit plan offerings for success today, and well into the future. With these items in mind, the Board of Trustees made the decision to terminate **Medical Plan A and Plan B effective January 1, 2012.**

This decision was made for many reasons. With health care costs skyrocketing, the Board remains fully committed to the Trust's wellness efforts. Employees and covered family members making healthier choices is a win-win for everyone.

For a number of years, the natural migration trend for Trust medical plans has been moving away from plans A & B, to the PPO Plan. Unlike Plans A & B, the PPO plan covers preventative care. Future plan offerings from the Trust will also include coverage for preventative care.

In line with terminating these plans, Plan B will be closed to new city enrollment effective January 1, 2009. (Plan A is closed to new cities, as of 1-1-08.) The Trust will continue to offer medical Plan A for *LEOFF I actives and LEOFF I retirees only* after January 1, 2012.

The Trust will continue to offer the following medical plans:

Regence / Asuris Medical Plans	Group Health Medical Plans
PPO Plan PPO – 500 Plan High Deductible Health Plan with Health	$0 Copay Plan (LEOFF I's only) $5 Copay Plan $10 Copay Plan

Savings Account (HSA)	

Will new plans be offered?
YES. The Board has directed staff and carrier to create two new plan options. We anticipate at least one of the new plan choices will be available January 1, 2009. These plan designs will be reviewed by the Employee Benefits Advisory Committee (EBAC) in late July.

Board direction dictates that the existing PPO Plan will have the highest level of coverage available for Trust Plans. Due to Board commitment to wellness and prevention – as well as requests from employers and employees – all new medical plans will include coverage for preventative tests, well care and immunizations.

The Trust will communicate information about the new plan option(s) – including benefit plan design and anticipated premium costs after the EBAC meeting occurs in late July. We anticipate another email will be sent to you in August, detailing these new options.

There will be several sessions at AWC's Labor Relations Institute (LRI) regarding negotiating change. We highly encourage you to begin working with your unions now. To review the training agenda and/or sign up for this valuable training click here.

The Employee Benefit Trust remains committed to serving all members of the Trust with high-caliber, competitively priced benefit offerings. As always, our staff is available to answer questions you may have regarding these changes. We will continue our communication efforts as more details become available.

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