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# **A G R E E M E N T**

**BY AND BETWEEN**

**CITY OF ALGONA**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS DISTRICT LODGE 160, LOCAL LODGE 297**

**REPRESENTING THE PUBLIC WORKS AND CLERICAL EMPLOYEES**

**JANUARY 1, 2019-2022 THROUGH DECEMBER 31, 2021-2023**

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION AND BARGAINING UNIT	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 UNION SECURITY	2
ARTICLE 5 UNION REPRESENTATION – ACCESS TO EMPLOYEES	5
ARTICLE 6 NONDISCRIMINATION	6
ARTICLE 7 STRIKES OR LOCKOUTS	6
ARTICLE 8 SAFETY	67
ARTICLE 9 LABOR MANAGEMENT COMMITTEE	7
ARTICLE 10 EMPLOYEE PROBATION	7
ARTICLE 11 SENIORITY	8
ARTICLE 12 EMPLOYEE CLASSIFICATIONS	9
ARTICLE 13 WAGES AND CLASSIFICATIONS	9+0
ARTICLE 14 LONGEVITY	12
ARTICLE 15 HOLIDAYS	12
ARTICLE 16 VACATION	13
ARTICLE 17 SICK LEAVE	14
ARTICLE 18 EMPLOYEE RIGHTS	15
ARTICLE 19 DISCIPLINE & DISCHARGE PROCEDURES	17+7
ARTICLE 20 LEAVE OF ABSENCE	17+8
ARTICLE 21 HEALTH AND BENEFITS	19
ARTICLE 22 INDEMNIFICATION OF CITY EMPLOYEES	20
ARTICLE 23 SUBCONTRACTING	20+1
ARTICLE 24 EDUCATION INCENTIVE	21+1
ARTICLE 25 CLOTHING ALLOWANCE (PUBLIC WORKS)	21
ARTICLE 26 CLOTHING ALLOWANCE (POLICE CLERK)	21+2
ARTICLE 27 DEFERRED COMPENSATION	22
ARTICLE 28 SAVINGS CLAUSE	22
ARTICLE 29 COMPLETE AGREEMENT	22
ARTICLE 30 TERM OF AGREEMENT	22+3

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DISTRICT LODGE 160, LOCAL LODGE 297  
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**PREAMBLE**

This Agreement is between the CITY OF ALGONA, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. 160, LOCAL LODGE 297 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

**ARTICLE 1 RECOGNITION AND BARGAINING UNIT**

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth below excluding elected officials, officials appointed for a fixed term, confidential employees, supervisors and all other employees.

Job Title/Classification

Police/Evidence Clerk  
Utility Supervisor  
Utility Worker I  
Utility Worker II  
Grounds/Maintenance Worker  
Customer Service Clerk  
Clerical Assistant  
Recreation Program Coordinator

**ARTICLE 2 MANAGEMENT RIGHTS**

2.1 DIRECTION OF WORKFORCE — The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types, in accordance with this Agreement. The direction of its work force is vested exclusively in the Employer. This shall include, but is not limited to, the rights to (a) direct employees, (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) right to determine hours of work, work schedules; (e) relieve employees from duty because of lack of work or other legitimate reasons; (f) maintain the efficiency of the operation entrusted to the City; (g) determine methods, means and personnel by which such operations are to be conducted; and (h) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (h) shall not conflict with City ordinances, personnel rules and the terms of this Agreement.

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- 2.2 EMPLOYER RULES AND REGULATIONS — The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.
- 2.3 APPLICATION OF RULES — Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

**ARTICLE 3 UNION SECURITY**

- 3.1 PAYROLL DEDUCTION FOR UNION DUES/FAIR SHARE PAYMENTS – The Employer shall deduct monthly dues and fair share payments clearly and affirmatively authorized by employees in the Bargaining Unit who freely and voluntarily execute a wage assignment authorization form acknowledging the indemnity/hold harmless provision of this paragraph.<sup>1</sup> The Employer will deposit such dues and shop Agency Fee with Aerospace Industrial District Lodge 160, 9135 – 15<sup>th</sup> Place South, Seattle, Washington, 98108-5190. Upon issuance and transmission of such dues and initiation fees to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made in good faith from the wages of such employee. In the event an employee gives the Employer written notice of their withdrawal of authorization for a wage assignment and instruction to cease making monthly dues or fair share payment deductions from their wages, Employer shall give the Union Business Agent written notice (email is sufficient) within five (5) working days of receipt of the employee’s notice/instruction and comply with the employee’s instruction no later than the payroll period next following the Employer’s receipt of the notice/instruction.
- 3.2 NEW EMPLOYEES – The Employer will notify the Union of all new hires involving Bargaining Unit positions within fourteen (14) calendar days of hire. All newly hired employees shall be introduced to the Shop Steward or designee who will be allowed thirty (30) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation. No employee, however, may be mandated to remain with the Shop Steward or designee for the briefing after the introduction.

<sup>1</sup> The Union’s wage assignment authorization form shall include the supplement attached as Appendix B to this Agreement.

**ARTICLE 4 GRIEVANCE PROCEDURE**

- 4.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined and good faith effort shall be made by Union and City

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representatives to settle any differences at the lowest possible level of the grievance procedure.

- 4.2 A grievance shall be defined as an alleged violation of the explicit terms and conditions of this Collective Bargaining Agreement. Grievances shall be processed in strict accordance with the following procedures and stated time limits.
- 4.3 In the grievance procedure, the aggrieved employee shall have the right to represent him or herself or to be represented by a Union representative. The Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure.
- 4.4 In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1 – 4.7.
- 4.5 A grievance may be initiated by the Union. In the event the Union is the aggrieved party, the procedure shall begin with Step 2 – 4.8.
- 4.6 A grievance may be advanced to any step in the grievance process by mutual written agreement of the parties.

#### **STEPS IN GRIEVANCE PROCEDURE**

- 4.7 **STEP 1: ORAL DISCUSSION** — The aggrieved employee and/or the employee's Union representative shall meet with the Department Director within fifteen (15) calendar days of the occurrence of the alleged grievance to attempt to resolve the difference at that level.
- 4.8 **STEP 2:** In the event the grievance is not settled in Step 1, or in the event the Union is the aggrieved party, the grievant or the Union representative of the grievant shall, within twenty (20) calendar days of the occurrence of the alleged grievance, prepare a written grievance document which shall include the following:
  - 4.8.1 Statement of the grievance and relevant facts, including:
    - (1) Full name of grievant;
    - (2) Description of the event giving rise to the grievance;
    - (3) Date and time (if appropriate) of event giving rise to the grievance;
    - (4) Names of employees involved in the event;
    - (5) Names of any and all witnesses, if known at time of filing;
    - (6) Specific provisions(s) of the Agreement violated; and
    - (7) Remedy sought.
  - 4.8.2 The written grievance shall be filed with the City Administrator or his/her designee. The Administrator or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. The period during which the Director or designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance. If the grievance is against the Director, then the grievance shall be filed directly with the City Administrator or his/her designee in accordance with Subsection 4.8.3.

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- 4.8.3 If the grievant is dissatisfied with the decision of the Administrator, the grievant may file the written grievance with and request review by the Mayor or his/her designee. Such request shall be filed with the Mayor or his/her designee within twenty-one (21) calendar days of the grievant's receipt of the Administrator's decision. The Mayor or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the Mayor is not available to receive a written grievance, and the Mayor's designee has not been appointed, then such grievance shall be filed upon the Mayor's earliest availability. The period during which the Mayor or his/her designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.
- 4.8.4 If the grievance is against the City Administrator, it shall be filed with the Mayor. The Mayor or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the Mayor is not available to receive a written grievance, and the Mayor's designee has not been appointed, then such grievance shall be filed upon the Mayor's earliest availability. The period during which the Mayor or his/her designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.
- 4.8.5 If the grievance is against the Union by the Employer, the Employer shall file the grievance with the Shop Steward and/or the Union Business Representative within twenty-one (21) calendar days of becoming aware of the violation(s) of the provisions of the Agreement. In the event the Shop Steward or the Union Business Representative is not available to receive a written grievance, then such grievance shall be filed upon the earliest availability of either one. The Shop Steward or his/her designee shall conduct an investigation and shall notify the City Administrator, in writing, of the decision and the reasons therefore within twenty-eight (28) calendar days after receipt of the written grievance.
- 4.9 STEP 3 — ARBITRATION:
- 4.9.1 If the grievant is dissatisfied with the decision of the City Administrator, the Mayor, or their respective designee, the grievant may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The grievant shall initiate the arbitration process by delivering to the City Administrator, the Mayor or their respective designee written notice of the party's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.
- 4.9.2 If the Employer is dissatisfied with the decision of the Union, the Employer may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The Employer shall initiate the arbitration process by delivering to the Shop Steward and/or the Union Business Representative written notice of the Employer's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.
- 4.10 SELECTION OF AN ARBITRATOR: Within fourteen (14) calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator.
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- 5.3 UNION BULLETIN BOARDS — The Employer shall provide suitable non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by Bargaining Unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.
- 5.4 E-MAIL — E-mail may be used to expedite scheduling representation for discipline issues and for notification of a union meeting. The Union's use of the Employer's e-mail system shall be limited to only that use specifically authorized by the Employer and all such use shall not interfere with the normal work process and operations of the Employer or employees.

**ARTICLE 6 NONDISCRIMINATION**

- 6.1 It is mutually agreed that there shall be no unlawful discrimination because of lawful union activity, race, creed, color, religion, sex, age, marital status, national origin, sexual orientation, or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Grievances under this Article shall not be subject to Step Three of the grievance procedure (arbitration), but may be pursued in a Court of Law.

**ARTICLE 7 STRIKES OR LOCKOUTS**

- 7.1 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees. Both the employee and Employer shall comply with state law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490 as currently enacted or as hereafter amended.

**ARTICLE 8 SAFETY**

- 8.1 MUTUAL OBJECTIVE — It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.
- 8.2 SAFETY COMMITTEE — The Safety Committee shall consist of a minimum of four (4) employees, with equal representation from management and labor. The chair of this committee shall be rotated between the Employer and the Union once every year. The Safety Committee shall meet a minimum of once every calendar quarter.



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The Safety Committee meetings shall be conducted on Employer's paid time and shall not exceed four (4) hours per employee per calendar quarter.

- 8.2.1 The duties of the Safety Committee shall be to advise on matters relating to employee safety as set forth in WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the Mayor's office and to the Union Representative. Available members of the Safety Committee, including at least one (1) designee of the Union shall be invited to accompany WISHA authorities on any walk-around inspections.
- 8.3 SAFETY EQUIPMENT — The Employer shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees use such devices, and an employee's violation of this requirement may be just cause for disciplinary action.
- 8.4 TRAINING — All member employees will receive required safety training and certification, provided and paid for by the Employer. Recommendations from the Safety Committee will be taken into advisement, and offered if the Department Director gives authorization. All training will be provided on paid City time.

#### **ARTICLE 9 LABOR MANAGEMENT COMMITTEE**

- 9.1 LABOR MANAGEMENT — The Employer and the Union agree that a need exists for close cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (½) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties. Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Letter of Understanding.

#### **ARTICLE 10 EMPLOYEE PROBATION**

- 10.1 PROBATION — Regular full time employees shall serve a probation period of (6) six months and shall have no seniority rights during that period. After six (6) months an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 10.2 PROBATION - Regular part time employees shall serve a probation period of twelve (12) months, or shall be given credit for time worked based on pro rata hours worked (based on a 2,080-hour year), and shall have no seniority rights during that period. After twelve (12) months, or within the pro rata period set forth above, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.

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- 10.3 PROMOTION PROBATION — The probation period for an employee who has been promoted to a new classification shall be four (4) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not question the Employer's decision to return the employee to his/her previous position. Nor shall the Union question or grieve the Employer's decision to return the employee to his/her previous position.

**ARTICLE 11 SENIORITY**

- 11.1 DEFINITIONS — Seniority shall be defined as the length of continuous service with the Employer, including the employee's satisfactorily completed probationary period. Seniority shall not be affected by an approved leave of absence of not more than ninety (90) calendar days.
- 11.2 SENIORITY LIST — The Employer shall at least once per calendar year and when a new employee is hired establish and mail to the Union a seniority list which shall be brought up to date when changes occur in the Bargaining Unit. The order of seniority shall be based on the hire or rehire date of employment or acceptance, whichever is later.
- 11.3 VACANCIES AND PROMOTIONS — The Employer's intent is to encourage employees to apply for promotional opportunities. As job openings occur, notices shall be placed on bulletin boards throughout the City and through the use of internal e-mail for not fewer than five (5) working days prior to outside posting. The final decision shall be posted immediately following selection. Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies and promotions. Seniority within classification shall apply when bona fide occupational qualifications are equal.
- 11.4 LAYOFFS AND RECLASSIFICATION — Layoffs or Reclassifications due to work force reductions shall be determined strictly by the order of seniority with the employee with the least seniority within classification affected first. Employees who have previously held other classifications shall have the right to return to such classifications if the employee is still qualified for the position and their overall seniority is greater than other employees who are currently in said classification. Employees shall not accrue seniority while on layoff.
- 11.5 RECALL — Laid off or reclassified employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs.
- 11.5.1 A laid off or reclassified employee with one (1) year of service but less than three (3) years of service, who is not recalled within one (1) year shall lose recall rights.
- 11.5.2 A laid off or reclassified employee with three (3) or more years of service, who is not recalled within three (3) years shall lose recall rights.
- 11.5.3 When an employee is on layoff and a job opening occurs within the City, the laid off employee, if qualified for minimum job requirements, shall have the opportunity to compete for such job.
- 11.6 LOSS OF SENIORITY — An employee shall lose seniority for any of the following reasons:

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- (a) voluntary resignation;
  - (b) discharge for just cause;
  - (c) failure to report for work within two (2) weeks after receipt of notice of recall from layoff unless mutually extended by the Employer and the employee;
  - (d) exceeding a leave of absence (unless excused in writing or due to extenuating circumstances)
  - (e) giving a false reason for obtaining a leave of absence;
  - (f) accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Union;
  - (g) Expiration of employee's recall rights.

**ARTICLE 12                      EMPLOYEE CLASSIFICATIONS**

- 12.1      FULL-TIME REGULAR EMPLOYEES — "Full-time employee" means any position in which the employee regularly works forty (40) hours per week.
- 12.2      PART-TIME REGULAR EMPLOYEES — "Part-time regular employee" means a position in which the employee regularly works an average of twenty (20) to forty (40) hours per week. Part-time regular employees shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees shall receive health and welfare benefits in direct ratio to hours worked. Part-time regular employees shall not receive life insurance.
- 12.3      PART-TIME NON-REGULAR EMPLOYEES (TEMPORARY) — "Part-time non-regular employee" means a position in which the employee typically works less than twenty (20) hours per week, occasionally may work more than twenty (20) hours per week, or up to forty (40) hours per week on a seasonal basis. Part-time non-regular employees shall not receive benefits nor shall they accrue seniority. No full-time employee or regular part-time employee shall be displaced by the use of part-time non-regular employees.
- 12.4      INTERNS — Interns must be actively pursuing a course of study related to the job classification for which they are employed. Employment shall be limited to seven hundred and four (704) hours per intern, per year. Interns shall not receive benefits or accrue seniority. Interns applying for regular City employment shall not be considered as City employees.
- 12.5      DEPARTMENT DIRECTORS — The Public Works Director, Chief of Police and City Clerk/Administrator shall be allowed to perform departmental Bargaining Unit work on an as-needed basis. This Section shall not be used to displace bargaining unit employees.
- 12.6      NEW CLASSIFICATIONS — Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will discuss them with the Union and attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate.

**ARTICLE 13                      WAGES AND CLASSIFICATIONS**

- 13.1      WAGES AND CLASSIFICATIONS –

- 13.1.1 The wages (base rates of pay) in effect January 1, ~~2019-2022~~ shall be in accordance with Appendix 'A' attached and incorporated herein. The ~~2019-2022~~ wages shown in Appendix "A" incorporate an adjustment of ~~2.834.5%~~, ~~an amount equal to one hundred percent of the Seattle-Tacoma-Bellevue, All Items, CPI-U, from June 2017 to June 2018, plus an additional adjustment equivalent to \$100.00 per month per employee.~~
- 13.1.2 For purposes of step advancement, employees shall be placed at the appropriate step on the matrix (Appendix 'A') as of January 1, ~~2019~~~~2022~~. New employees will be placed at Step A. Step advancement shall be automatic, based on satisfactory performance. Any early advancement shall create a new anniversary date for establishing further step increases.
- 13.2 RATES OF PAY FOR ~~2019~~~~2022~~, ~~2020~~~~2023~~, ~~2021~~.
- ~~13.2.1 Effective January 1, 2019~~~~2022~~, the base rate of pay set forth in Section 13.1 shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue, All Items, CPI-U, from June 2017 ~~2020~~ to June 2018 ~~2021~~ as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall be not less than two and one half percent (2.5%), nor more than four and a half percent (4.5%).
- ~~13.2.2.1. Effective January 1, 2020~~~~2023~~, the base rate of pay as set forth in Section 13.1 and adjusted pursuant to Section 13.2.1 shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue, All Items, CPI-U, from June 2018 ~~2021~~ to June 2019 ~~2022~~ as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall be not less than two and one half percent (2.5%) nor more than four and a half percent (4.5%).
- ~~a. Any adjustment of employee wages for year 2023 shall be negotiated by the parties subsequent to the publication of the year 2022 CPI-U for the Seattle - Tacoma - Bellevue Metro Area, June to June Index. Either party may request negotiations following publication. Employee wages for year 2023 shall be the sole contract issue open for bargaining.~~
- ~~13.2.3 Effective January 1, 2021, the base rate of pay set forth in Section 13.1 and adjusted pursuant to Sections 13.2.2 shall increase by the one hundred percent (100%) of the Seattle-Tacoma-Bellevue, All Items, CPI-U from June 2019 to 2020 as is provided, however, said increase shall not be less than two and one half percent (2.5%), nor more than four percent (4%).~~
- 13.3 HOURS OF WORK — While the Employer reserves the right to set work schedules, the normal work week for full-time employees, shall consist of forty (40) hours, five days per week.
- 13.3.1 Any change in normal work schedules shall be posted on the Union bulletin board and sent by memo to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency.
- 13.3.1.2 A "change in normal work schedules" shall mean a change in an employee's starting and stopping work time for a period of not less than two (2) consecutive weeks.
- 13.4 MEAL & REST PERIOD —

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Clerical employees shall receive an unpaid one hour meal period, and two paid fifteen (15) minute rest periods. Subject to management approval, all job classifications at the Public Works facility may schedule a combined rest period/lunch period to equal one (1) hour. This schedule would consist of their two (2) fifteen (15) minute rest periods with their one-half (½) hour unpaid lunch period for a one (1) hour lunch period each day. The first one-half (½) hour will be designated as their unpaid lunch period, and the second one-half (½) hour as their two (2) paid rest periods. The shop Steward will notify the employer fifteen (15) days prior to any deviation from this schedule.

- 13.5 EARLY RELEASE — If early release is imposed by the employer, the employee will be paid for the balance of the shift. When employees are not sent home by the employer, but are allowed to leave early, or not report to work, the employee may use vacation, compensatory time, or leave without pay.
- 13.6 EMERGENCY SITUATION — Should the Employer elect to not have an employee report to work due to an emergency, the Employer shall pay lost wages to the employees not allowed to work to a maximum of two (2) days per year, not compounding. Essential employees who are required to work during such emergencies shall be given up to two (2) days of compensatory straight time (not compounding) per year for such closures. Employees who are on scheduled leave must use their vacation or compensatory time. Employees who leave work prior to the City's declaration of an emergency situation will use vacation, compensatory leave, personal leave or leave without pay for the remainder of their shift.
- 13.7 PROMOTIONS — Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than a full step above the previous rate of pay that the employee received in the classification from which the employee was promoted. The effective date of the promotion shall become the employee's anniversary date for subsequent step increases.
- 13.8 OVERTIME — All authorized time worked in excess of an employee's regular shift in a day or forty (40) hours in any work period shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay. Sick leave shall not apply as time worked for the purpose of earning overtime in a given day. In so far as practical, overtime assignments will be distributed equitably to those employees who are qualified.
- 13.9 COMPENSATORY TIME — All full-time employees may receive compensatory time at one-and one-half (1½) times all overtime hours worked, subject to the approval of the Employer, and 29 CFR Part 553 of the Fair Labor Standards Act. The maximum compensatory time that an employee may accrue is eighty (80) hours.
- 13.10 CALLBACK — Any employee called back to work outside of their normally scheduled shift shall receive a minimum of four (4) hours at the employee's regular straight callback. If callback hours worked exceeds two-and-one half (2.5) hours, the employee shall receive overtime pay or compensatory time pay at the rate of one-and-one half (1-1/2) times the employee's regular straight time hourly rate of pay for all hours worked in excess of the two-and-one half hours. The Employee will have the opportunity to convert call back compensation into compensatory time.
- 13.10.1 Subject to the triggering mechanism of the callback provisions of Section 13.10, whenever additional duties are scheduled after normal work hours, all hours worked



Memorial Day  
 Fourth of July  
 Labor Day  
 Wellness Day per Article 21.7  
 \*Two of the floaters must be pre-planned and submitted to management for approval by February 1 of each year.

Christmas Eve Day  
 Christmas Day  
 One-Three Floating Holidays\*

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- 15.2 DATES OF HOLIDAYS — Dates of the above legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement by the employee and the Employer.
- 15.3 ELIGIBILITY — New employees shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for the "floating holidays" after four (4) months of continuous employment.
- 15.3.1 In order to be eligible for a holiday an employee must be in a paid status on the regular workday immediately preceding and immediately following the scheduled holiday.
- 15.4 WORKED HOLIDAY — If a full-time or part-time regular employee is required to work on an actual holiday listed in Article 15.1, the employee shall then be given an additional "floating holiday" which may be converted to compensatory time. In addition, all time worked on the actual holiday shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay.

**ARTICLE 16 VACATION**

16.1 VACATION — All full-time regular employees shall be entitled to the following vacation leave with pay after the indicated period of continuous service and said vacation leave is accrued "as earned" based on hours worked rather than in a lump sum.

Years of Service	Hours Per Year
0-1	48
2	96
3	104
4	112
5	120
6	128
7	136
8	144
9	152
10	160
11	164
12	168
13	172
14	176
15	180

16.2 Each full-time regular employee shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred and forty (240) hours. Should the two

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hundred forty (240) hour maximum be exceeded through no fault of the employee, the Employer shall pay the employee for all vacation hours in excess of two hundred and forty (240) hours. Otherwise such vacation hours shall be forfeited.

- 16.3 PAYMENT FOR UNUSED VACATION LEAVE — Upon meeting all of the proper severance requirements, employees who leave the employment of the Employer shall be paid for all accrued vacation leave not used.
- 16.4 VACATION SCHEDULING
- 16.4.1 All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create an undue negative impact on accomplishment of work.
- 16.4.2 On February 1st of each year the Department Director shall post a twelve (12) month vacation roster. Employees within the Department shall bid for vacation on or before March 1st. Vacation choices may include compensatory time and projected accrued vacation to the beginning of the vacation period requested. Selection of vacation dates shall be made by order of seniority within each department. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first or second selection respectively. Vacation scheduling requested after March 1st of each year shall be on a first come first serve basis, subject to the approval of the Department Director. The Employer reserves the right to make reasonable modifications to the vacation schedule depending on bona fide operational requirements. Employees shall take at least one vacation period of no less than five (5) consecutive work days per year. Except in an emergency the Employer shall not change the scheduled vacation within thirty (30) days of the scheduled date. For the purposes of this section "emergency" shall mean an unforeseen circumstance which could not be predicted by a reasonable person. The Employer may not blackout any month for vacation scheduling.

#### **ARTICLE 17 SICK LEAVE**

- 17.1 SICK LEAVE ACCRUAL — Sick leave shall be earned at the rate of eight (8) hours per month for full time regular employees including for the month they begin work and the month they terminate. Part time regular employees (employees with a regular recurring schedule) will accrue sick leave at a rate equal to the percentage of full-time hours worked.
- 17.2 MAXIMUM SICK LEAVE - Maximum sick leave accrual at year end for full-time employees is four hundred eighty (480) hours or sixty (60) days. Accrual beyond the four hundred eighty (480) hours shall be paid to the employee at year end, or upon termination when employment occurs prior to year end, at a rate of fifty percent (50%) of the employee's hourly wage.
- 17.3 USE OF SICK LEAVE — In order to provide consistency with RCW 49.46.210, sick leave is provided to employees as follows:  
(1) Usage:



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- (a) An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
  - (b) An employee is entitled to use accrued paid sick leave beginning on the ninetieth (90) calendar day after the commencement of his or her employment.
  - (c) Consistent with the requirements for "reasonable notice" in WAC 296-126-650, the employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.
  - (d) For absences exceeding three days, an employee is required, consistent with WAC 296-128-660, to provide verification to the employer that an employee's use of paid sick leave is for an authorized purpose. The verification must be provided to the employer within a reasonable time period during or after the leave. The employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
- (2) For purposes of this section, "family member" means any of the following:
- (a) A child, including a biological, adopted, or foster child, stepchild or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
  - (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child;
  - (c) A spouse;
  - (d) A registered domestic partner;
  - (e) A grandparent;
  - (f) A grandchild; or
  - (g) A sibling.
- (3) Terms used in this section shall be defined as provided in WAC 296-128-600.
- (4) Consistent with WAC 296-128-750, the employer may withhold payment of paid sick leave for hours the employer can demonstrate that an employee's use of paid sick leave was for purposes not authorized by this section.

**ARTICLE 18                      EMPLOYEE RIGHTS**

- 18.1      EMPLOYEE PROTECTION — All employees within the Bargaining Unit shall be entitled to the following protection:
- 18.2      APPLICATION OF DISCIPLINE — Any formal discipline of employees shall be applied by the Employer. Formal discipline shall include documented oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce, recommending discipline, conducting an investigation which may result in disciplinary action, or advising the employee of any disciplinary action when so assigned by the Employer.

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- 18.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes discipline may be implemented against the employee; provided, that nothing herein shall be construed as prohibiting, limiting or restricting the Employer's right to discuss with any employee performance and/or other work-related issues which will not result in any formal disciplinary action.
- 18.4 An employee shall be provided a copy of any document to be placed in the employee's personnel file that relates to disciplinary action and shall be given an opportunity to acknowledge, by signature, such document. Should the employee refuse to sign such document, a notation to that effect shall be made and witnessed prior to filing.
- 18.5 INVESTIGATIONS — An employee who is the subject of an investigation which may result in disciplinary action shall be provided written notice of the investigation prior to being interviewed or questioned in conjunction with such investigation, which notice shall advise the employee of the nature of the investigation and the fact that the employee is a subject of the investigation.
- 18.6 Any interview of an employee shall be at a reasonable hour, when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- 18.7 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.
- 18.8 The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and conference with Union officials.
- 18.9 The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner; provided, however, that nothing herein shall be construed as prohibiting the Employer from advising the employee as to contemplated or potential disciplinary action as set forth in a written notice of pre-disciplinary hearing and anticipated disciplinary action. No promises or rewards shall be made as an inducement to answer questions.
- 18.10 Any employee who is the subject of an investigation may request an attorney of their choosing to be present during such investigation; provided, that such request shall not unreasonably delay or hinder the Employer's investigation. The cost of such attorney shall be paid by the employee requesting such attorney.
- 18.11 POLYGRAPH TESTS — No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.
- 18.12 SUBSTANCE ABUSE TESTS — Employees shall be subject to random alcohol and/or drug testing, as required by federal, state and/or local law. The Employer may also require that an employee submit to post-accident and reasonable suspicion alcohol



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- 20.1 MEDICAL LEAVE — An employee who becomes disabled (as defined by applicable federal, state, and/or local law) due to illness, injury or pregnancy, or an employee who suffers an industrial injury or illness shall be granted a medical leave of absence without pay effective the first day of absence from work; provided, that the employee shall submit to the Employer as soon as reasonably practical a written claim of such illness or injury along with supporting medical documentation as required by law. The Employer may, at its sole cost and expense, require a second opinion of a doctor of its own choosing to verify illness or injury, and a doctor's statement of fitness to return to work. Medical leave shall run concurrently with FMLA Leave. This does not preclude an employee from receiving sick leave or vacation pay during such medical leave.
- 20.2 FAMILY AND MEDICAL LEAVE — Leave taken pursuant to the Family and Medical Leave Act is without pay, except that FMLA leave shall run concurrently with use of accrued leave, and the City shall require the employee to use accrued, unused sick leave, vacation time, comp time and/or other paid time for the 12 week FMLA allowance. In the event the employee's accrued leave(s) do not extend for the 12 week FMLA allowance, the balance of the FMLA leave shall be unpaid.
- 20.2.1 An employee on FMLA leave who is receiving continuous compensation through the use of accrued, unused sick leave, vacation time, comp time and/or other paid time shall continue to accrue leave and seniority benefits.
- 20.2.2 An employee on FMLA leave who has exhausted all paid leave time and who is not receiving compensation shall not accrue leave and seniority benefits while on unpaid leave.
- 20.3 PROLONGED DISABILITY — An employee shall not be terminated by the Employer because of a non-job-related injury or prolonged continuous illness or injury, provided; that the period of disability is not longer than twelve (12) months, and provided, further that on or before the expiration of said twelve (12) month period, the employee will be able to perform the essential functions of the employee's job. Upon being certified as physically or mentally fit to return to work by the employee's doctor and, if deemed necessary, the Employer's doctor(s), the employee shall be reinstated to the same or substantially equivalent classification if such classification exists. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.
- 20.3.1 An employee on prolonged absence because of occupational illness or injury incurred in the service of the City, shall not be terminated by the Employer because of such absence for a period of twenty-four (24) months; provided, that on or before the expiration of such twenty-four (24) month period the employee will be able to perform the essential functions of the employee's job. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.
- 20.4 MILITARY LEAVE — Every full-time regular employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps reserve of the United States, or of any organized reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment, in accordance with applicable law. Such leave shall be granted in order that the person may take part in active training duty in such manner and at

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such time as he may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer his normal pay for a period not exceeding fifteen (15) working days during each twelve (12) month period from October 1 through September 30.

- 20.5 JURY DUTY — Employees who are required by due process of law to render jury service shall receive their regular pay during such period. If any payment, excluding travel pay, is received for jury duty, such pay will be reimbursed to the Employer or deducted from the employee's paycheck.
- 20.6 BEREAVEMENT LEAVE — All employees who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay per incident. If additional leave is necessary it may be granted, subject to the approval of the Employer and such additional bereavement leave shall be deducted from accrued vacation, sick leave, compensatory time, or leave without pay.
- 20.6.1 Immediate family shall be defined as spouse, domestic partner, son, daughter, mother, father, brother, son-in-law, daughter-in-law, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepson, stepdaughter, stepparents, grandchildren and grandparents on both sides, aunts, uncles, nieces, nephews.
- 20.6.2 When an employee participates in a funeral or memorial ceremony for a person other than those in the immediate family the employee may, subject to the approval of the Employer, be granted reasonable vacation, or compensatory time off.
- 20.7 LEAVE OF ABSENCE WITHOUT PAY – An employee may apply to the City Administrator or his/her designee for a leave of absence without pay. The Administrator or his/her designee shall have sole discretion whether to grant the request, including but not limited to the duration of the leave of absence. A leave of absence without pay may be used only after all other accrued leave has been used except for Union business leave of two (2) weeks or less in duration. Unless otherwise required by law or the terms of this Agreement, an employee shall not receive any benefits and/or wages/pay/compensation nor accrue seniority during such leave of absence. The Employer reserves the right to recall any employee from a previously authorized leave of absence.

## **ARTICLE 21 HEALTH AND BENEFITS**

- 21.1 MEDICAL — The Employer shall make available the Association of Washington Cities Health First 250 Plan medical insurance for all full-time regular employees, employee's spouse/domestic partner, and dependents, and shall pay one hundred percent (100%) of the medical insurance premiums for coverage of each employee, but the Employer and employee shall share the costs of the medical insurance premiums for the employee's spouse/domestic partner and dependents in accordance with the following:
- Each employee shall pay twenty five percent (25%) of the medical insurance premiums for the employee's spouse/domestic partner, and dependents.
- 21.1.1 The Employer will agree to negotiate with the Union if the Employer chooses to change medical plans or providers.

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21.2 DENTAL — The Employer shall make available the following dental insurance plans for all full-time regular employees, and shall pay one hundred percent (100%) of the premiums for employee, employee's spouse and qualified dependents.

Plan: Washington Dental Service Plan F plus orthodontia rider plan I

21.3 VISION — The employer shall make available the AWC VSP Vision Plan for all full-time regular employees, as well as the Second Pair Rider benefit, and shall pay one hundred percent (100%) of the premium.

21.4 LIFE — The employer shall make available Basic Life Insurance with Accidental Death & Dismemberment in the amount of sixty thousand dollars (\$60,000) for all full time regular employees, and shall continue to pay one hundred percent (100%) of the premium.

21.5 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full time employees, and shall continue to pay one hundred percent (100%) of the premium.

21.6 LONG-TERM DISABILITY — The Employer shall make available, for all full-time regular employees the Long-term Disability Plan offered by the Association of Washington Cities, with a benefit provision of sixty seven percent (67%), and a ninety (90) day elimination period. The Employer shall pay one hundred percent (100%) of the premium.

21.7 CITY OF ALGONA WELLNESS PROGRAM — Each bargaining unit member will receive an additional personal holiday if the bargaining unit has 100% participation in the City's wellness program. One-hundred percent (100%) participation shall constitute participation in any one (1) activity in any one (1) quarter of the calendar year. This personal holiday will be referred to as a wellness day and must be used before December 31st of the year. The wellness day will only be given upon written verification from the City's wellness coordinator that the goal has been met. The City's wellness coordinator will verify 100% participation in December each year.

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## ARTICLE 22 INDEMNIFICATION OF CITY EMPLOYEES

22.1 The Employer indemnifies and holds personally harmless all of its employees for any action, claim or proceeding instituted against said individual arising out of acts or omissions, except in cases of intentional acts or omissions and willful and wanton negligence, in the scope of employment. The Employer holds said individuals harmless from any expenses connected with the defense, settlement, or monetary judgment from such actions, claims or proceedings. If insurance becomes unavailable, then employees shall, at the Employer's request, obtain substitute individual insurance protecting themselves against liability for their acts or omissions in the scope of their employment. The Employer shall pay the premiums for such insurance and shall have the right to approve the policies. If substitute individual insurance is unavailable, or if no policy is in effect at the time of a liability-creating event, the Employer shall act as self-insurer for the indemnity under this Article.

## ARTICLE 23 SUBCONTRACTING

23.1 The Employer shall not subcontract the Bargaining Unit work of an employee who is on layoff.

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**ARTICLE 24 EDUCATION INCENTIVE**

24.1 In the sole discretion of the Mayor or designee, the Mayor or designee may authorize an employee to take college classes and upon receiving a passing grade ("C" or better) the Employer shall reimburse the employee for tuition and book expenses associated with the authorized class. The authorization must be in writing and received prior to enrollment in order to be eligible for tuition and book reimbursement.

**ARTICLE 25 CLOTHING ALLOWANCE (PUBLIC WORKS)**

25.1 CLOTHING ALLOWANCE — The Employer shall provide a uniform service, which will provide the following:

- 11 Navy Carhart Dungarees
- 11 Enhanced Vis Comfort Shirts
- 2 Carhart Jackets

The Employer will provide:

- |                        |                               |
|------------------------|-------------------------------|
| 1 Reflective Vest      | 1 Set Rain Gear               |
| Earplugs               | Eye Protection                |
| 1 pair Chemical Gloves | 1 pair Regular Leather Gloves |
| 1 Hard Hat             | 1 Ball Cap                    |

All of the above items, purchased by the City, will be replaced, by approval of the Department Director, on an "as needed" basis.

The Employer will provide one (1) pair of Safety Boots, not to exceed \$200.00 in a calendar year.

- 25.1.1 Items provided by the Employer shall be maintained on a department inventory and shall remain the property of the Employer.
- 25.1.2 The replacement of clothing and equipment items lost or damaged because of Employee negligence shall be the responsibility of the Employee.
- 25.1.3 Should an Employee purchase any items other than those listed above, such items shall be paid for and maintained at the Employee's expense. The use of such additional items shall be subject to the approval of the City Administrator or his/her designee and shall remain the property of the Employee.
- 25.1.4 Upon termination for any reason, all uniform items, equipment and property provided by the Employer to the employee shall be returned to the Employer.
- 25.1.5 For the purchase of boots only, an employee may elect to carry over two hundred dollars (\$200.00) to the following year. To carry over an allowance, the employee must notify the City Administrator in writing by December 1<sup>st</sup> of the current year prior to the carry-over year.

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**ARTICLE 26 CLOTHING ALLOWANCE (POLICE CLERK)**

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26.1 Each regular fulltime Police Clerk shall be allowed up to three hundred (\$300.00) dollars per calendar year for the purchase of uniforms and equipment authorized by the Chief. The purchase of all items shall be approved by the Chief of Police.

**ARTICLE 27 DEFERRED COMPENSATION**

27.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for full-time regular employees who have completed their initial probation period, not to exceed seventy-five dollars (\$75.00) per month. The bargaining unit shall participate in the plan that is currently being offered by the City.

**ARTICLE 28 SAVINGS CLAUSE**

28.1 Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any Article of this Agreement during the life of this Agreement, unless mutually agreed by the Employer and the Union.

28.2 If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 29 COMPLETE AGREEMENT**

29.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein. While those Letters of Intent executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law. Past practices shall not prevail.

**ARTICLE 30 TERM OF AGREEMENT**



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30.1 This Agreement shall remain in full force and effect from January 1, ~~2019-2022~~ through December 31, ~~2021-2023~~; provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto.

DATED this \_\_\_\_ day of \_\_\_\_\_, ~~2019~~2021

CITY OF ALGONA

INTERNATIONAL ASSOCIATIONS OF  
MACHINISTS AND AEROSPACE WORKERS  
DISTRICT LODGE 160

By \_\_\_\_\_  
David E. Hill, Mayor

By \_\_\_\_\_  
Tommy Hunt, Business Representative

By \_\_\_\_\_  
~~Diana-Quinn~~Jessica Griess, City  
Administrator

By \_\_\_\_\_  
Mathew Bailey, Shop Steward

By \_\_\_\_\_  
Kenneth Faucher, Shop Steward