

**City of Blaine**  
**Request for Council Action**  
**Meeting Date: January 13, 2020**

**Subject:** Proposed 2020-2021 International Association of Machinists and Aerospace Workers, Lodge 160 Contract

**Department:** City Manager

**Prepared By:** \_\_\_\_\_  
(Digital Signature)

**Agenda Location:**     Consent Agenda     Council Action     Unfinished Business

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**Attachments:**

1. Draft Contract
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**Background/Summary:**

The current collective bargaining agreement between the City of Blaine and International Association of Machinists (IAM) (January 1, 2018 – December 31, 2019) expired at the end of the 2019 calendar year. The City and the union entered into negotiations to consider a new contract and held several meetings between September and December 2019.

The proposed contract (Attachment 1) is a three-year contract running January 1, 2020 to December 31, 2022. Many aspects of the relationship between the bargaining group and the City were negotiated. The primary changes in the contract are the following:

- Union membership updates to reflect Janus Supreme Court decision,
- Exclusion of a new managerial position (Engineering Program Director) from the group,
- Wage adjustments for four position classifications based on a salary study prepared by the City,
- Sick leave donation policy update,
- Washington State paid family medical leave update,
- Addition of a shoe allowance for field work employees, and
- Establishing wages for the three-year term.

The changes to the agreement would be complex and lengthy to describe here. The primary changes to note are the three wage adjustments for 2020, 2021, and 2022. Wage adjustments are as follows:

- A 2.25% wage adjustment for 2020,
  - A 2.50% wage adjustment for 2021, and
  - A COLA for 2022 that is calibrated to the Seattle CPI-U, but is set not to fall below 1.0% or rise above 3.0%.
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**Budget Implications:**     Current Budget     New Budget Request     Non-Budgetary

The approved 2020 City of Blaine budget assumes a 2.2% wage increase. The contract amendment will increase the cost of labor slightly above the assumed level. The difference between 2.20% and 2.25% in IAM member wages is inconsequential when compared to the overall City budget. It is expected to fall within the anticipated fluctuation between forecasts (i.e. budget) and actual expenditures.

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**Recommendation:**

The City Manager recommends that the City Council approve the bargaining agreement between the City of Blaine and IAM Lodge 160 effective January 1, 2020.

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**Reviewed By:**

City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Clerk \_\_\_\_\_  
(Digital Signature) (Digital Signature) (Digital Signature)

## **AGREEMENT**

**by and between**

**CITY of BLAINE, WASHINGTON  
and  
INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE  
WORKERS, LODGE 160 (Non-Uniformed Managers Unit)**

January 1, 2020 - December 31, 2022

This agreement is made this \_\_\_\_\_, day of \_\_\_\_\_ 2020, by and between the City of Blaine, Washington, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers District Lodge 160, hereinafter referred to as the Union.

### **Article 1 Union Recognition:**

The City recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time personnel in managerial positions, excluding the City Manager, all Department Directors, City Clerk and Assistant to the City Manager, Engineering Program Director, and all Police Department supervisors.

### **Article 2 Management Rights:**

Any and all rights concerned with the management operations of the City and its departments are exclusively that of the City unless otherwise provided by the terms of this agreement. The City has the authority to adopt reasonable rules for the operation of a Department and the conduct of its employees, provided such rules are not in conflict with the provisions of this agreement, civil service rules or with applicable law. The city has the right to discipline, temporarily lay off, or discharge employees; to assign work and determine duties of employees; to schedule hours of work, to determine the number of personnel assigned to duty at any time and such other rights as are normal to municipal corporations and not expressly limited by this agreement, the civil service rules or applicable law.

### **Article 3 Union Dues Deduction:**

The Union will notify the City of its initiation fees and dues. Upon receipt of a written and signed form from the employee authorizing payroll deduction, the Employer will deduct each month Union dues and initiation fees from the employee's wages. The amount deducted shall be mailed each month to the Union (International Association of Machinists and Aerospace Workers Lodge 160). Accompanying said monies shall be a list showing names of each employee and the actual amount to be credited to their account, or in the case of agency shop equivalent, verification of monies sent to the charitable organization.

In order to cancel the payroll deduction, an employee must file a written notice to the Employer, fifteen (15) calendar days prior to the effective date of such cancellation. Such cancellation will take effect with the first full pay period following the effective date.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating grievances, and ascertaining that the Agreement is being adhered to: provided that there is no interruption of the Department's working schedule and with prior approval of the City Manager or designee. Official, authorized members of the Union may be granted reasonable time off without pay to attend Union sponsored educational

conferences; provided, however, that such attendance shall not result in additional expense to the Department or cause disruption of the normal flow of work. All requests for such leave shall be made at least fourteen (14) calendar days prior to the event and are subject to approval by the City Manager or designee.

**Non-Member Employees:** All bargaining unit employees may voluntarily choose to join the union, or may decline to join the Union. If a member chooses to resign from the Union, that decision will be effective immediately upon the employee's providing written notice to the Union. Bargaining unit employees who decline to join, or resign from, the Union may either agree to become agency fee payers to support the costs associated with union representation, or may choose to be nonmembers who offer no financial support to the Union.

**Dues or Fees Check-Off** Employees that choose to become either union members, or union agency fee payers, may also agree to have the Employer withhold monthly union dues or servicing fees from their paychecks.

If a represented employee informs the Employer that they are having fees improperly withheld from their paycheck, the Employer shall immediately inform the Union of this communication, and the Union within five business days shall either provide the Employer with documents establishing that the check-off is legitimate as set out in this Agreement, or shall inform the Employer to stop withholding union fees for that employee. If the Union does not provide the required documentation within the time period set out above, the Employer shall stop withholding dues or fees until such time as the Union provides the required documentation.

**Indemnity:** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any and all other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon documents or cards or other information furnished to the Employer by the Union in complying with any of the provisions of this Article.

### **Article 3A Meeting with Newly-Hired Employees**

#### **1. Application**

This section of the Agreement concerns the Union's right to meet with new employees. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and as defined in Article 1. Such right to meet exists regardless of whether the newly hired employee was previously employed by the Employer.

#### **2. Notice and Access**

- A. **Written Notice:** The Employer shall provide the Union written notice of, and access to, newly hired employees as set forth in this Agreement. It is the Parties' intent that the Employer provides the Union notice of newly hired employees as promptly as possible after the first day of employment, but in no event after the third day of employment.
- B. **Single Point of Contact:** The Union agrees to provide the Employer a single point of contact, and the Employer agrees to provide the Union with a single point of contact, to implement the matters addressed in this Agreement.
- C. **New Hire Meeting:** The Employer shall provide newly hired employees 30 minutes within the first five (5) working days of employment to attend an optional meeting with the designated Union representative.

No representative of the Employer shall be present during the Union's presentation. The Shop Steward, or other bargaining unit member, shall be provided 30 minutes to attend the newly hired employee's meeting on Employer paid work time. Upon mutual agreement of the Employer and the Union additional bargaining unit members may be released from assigned duties to attend the Union's presentation.

### **3. Employee Information**

- A. Employer Reports to Union: The Employer shall provide the Union with information for any new employee and employees in the bargaining unit, including, name, job title, department, work location, and home address. The Employer must provide this information to the Union within 30 days of hire.

#### **Article 4 Non-Discrimination:**

No employee shall be discharged or discriminated against for upholding union principles and any employee working under written instruction of the union or who serves on a committee may do so without losing employee's position and without being discriminated against for such activity. Nothing in this section shall preclude the City from administering discipline as otherwise provided in this agreement and the civil service rules.

The parties further acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act. Further, the parties do hereby agree not to discriminate on the basis of race, color, religion, sex, age, disability or national origin.

#### **Article 5 Employee Classification:**

The parties agree that covered employees are "exempt employees" as defined by state and federal law (as existing on the effective date of this agreement). As such, they plan and arrange their work schedules to effectively achieve tasks and objectives. Members in this category are exempt from Fair Labor Standards Act minimum wage and overtime provisions only. Exempt employees are compensated for the value of their work product, as opposed to the number of hours required to perform their work. With City approval, an employee may design a flexible work schedule. Flexible work schedules include: 4-10 schedules, 9-80 schedules, or any other schedule that does not interfere with the objectives of the City.

New Hires will have a six (6) month probationary period during which time they may be dismissed at will, and dismissal is not subject to the grievance process. Evaluations for all new hires will be at 30, 90, and 180 days.

Employees promoted to a new position will have a thirty (30) day probation. In the event the City determines a promoted Employee cannot perform the duties of the new position, or the Employee decides he/she does not want the position, the Employee will return to his/her previous position and compensation.

Promoted employees are not considered "new hires" and their dismissal is subject to the grievance procedure.

<b>Employee Classification</b>	<b>Range</b>
Deputy City Clerk	30
Community Planner I	31
Information Specialist I/Document Coordinator	31
Community Planner II	34
Court Administrator	34
GIS Specialist	34
Public Safety Records & Administration Manager	34
Economic Development & Tourism Coordinator	36
Building Official	37
Civil Engineer	37
Senior Accountant - Finance	37
Senior Accountant - Public Works	37
Public Works Operations Supervisor	39
Network Administrator	40
Assistant Public Works Director	41

**Article 6 Observed Holidays:**

Employees shall receive ten (10) scheduled holidays.

The following are the holidays observed by the City:

New Year's Day	Martin Luther King's Day
President's Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas

In addition, employees shall receive two (2) floating holidays to be used based on a schedule proposed by the employee subject to approval by the City. Similar time off without loss of compensation is granted for any other holiday that the City Council takes specific official action to observe.

Any employee who works on a holiday due to emergency, weather events or other circumstances shall receive time off without loss of pay in lieu of the scheduled holiday(s) in an amount equal to eight (8) full working hours for each holiday worked.

Time off in lieu of holidays shall be taken at the employee's desire, with concurrence of the City. Time off in lieu of holidays shall be taken prior to the end of the calendar year following the one in which the time in-lieu was accrued.

**Article 7 Vacation:**

**7.01 Vacation Accrual and Eligibility**

Employees shall accrue vacation leave without loss of compensation based upon years of employment:

1. Through 2 full years, 120 hours (10 hours per month);
2. Through 5 full years, 156 hours (13 hours per month);
3. After 5 full years, 208 hours (17.33 hours per month).

With the approval of the City Manager, the initial vacation leave bank for a new employee may be set at up to one hundred fifty-six (156) hours. If the person is a current City employee at the time of promotion, leave time shall be set at the current accrued bank amount, so that there is no loss of leave time due to promotion.

Annual vacation leave shall be accrued on a monthly basis. Employees who are hired or who separate from employment with the City within a budget year accrue vacation leave on a pro rated basis that covers the time of employment.

An employee shall only be eligible to take vacation leave when the employee's vacation leave bank contains sufficient hours to cover the employee's intended time off. Vacation leave may not be used in the month it is accrued.

#### **7.02 Maximum Vacation Balance:**

The maximum vacation leave that shall be carried forward from one calendar year to the next is 280 hours. In the event an employee has not reduced his or her vacation leave bank to the maximum allowable carryover at the end of a calendar year, excessive days are forfeited unless the City Manager grants an extension of time, in writing, beyond the end of the calendar year.

The City Manager may cash-out any balances in excess of the maximum accrual at the end of each year provided the employee has provided documented proof of the inability to take vacation due to Department requirements.

#### **7.03 Vacation Leave Pay-Out:**

Upon separation from City employment, unused vacation leave will be paid to the employee in a cash payment not to exceed 240 hours.

### **Article 8 Sick Leave**

#### **8.01 Accrual:**

Sick leave is accrued at the rate of eight (8) hours each month. Employees may accrue up to 1500 hours of sick leave, but an employee who does not use sick leave is not entitled to a cash out of any accrued sick leave unless and until an employee separates in good standing with at least 20 years of continuous service to the City, in which case an employee may cash-out accumulated sick leave hours at 10% of their total value, up to the accrual limit of 1500 hours. (For this section “good standing” means not terminated for cause.)

Notwithstanding the foregoing, if sick leave payment benefits upon termination are conferred upon any other bargaining unit within the City, covered employees shall be entitled to the same benefit.

#### **8.02 Sick Leave Incentive:**

Employees who take sixteen (16) hours or less of sick leave in a full calendar year shall have one day added to his or her vacation leave balance at the beginning of the following calendar year. Employees who take eight (8) hours or less of sick leave in a full calendar year shall have two days added to his or her vacation leave balance at the beginning of the following calendar year. Notwithstanding the foregoing, if greater sick

use incentive benefits are conferred upon any other bargaining units within the City, employees covered under this agreement shall be entitled to the same benefit.

**8.03 Sick Leave Donation:**

Any employee covered by the labor agreement may donate a portion of their accrued sick leave to another employee of the City has completed at least six (6) months of service, upon written notice to the donating and receiving employees' department heads.

1. Any employee covered by the labor agreement suffering from a "serious" illness or injury and within 80 hours of exhausting their own sick leave may make one request for sick leave donations. One request is permitted during a rolling twelve month period.
2. The receiving employee must be suffering from a "serious" illness or injury and receiving employee must have exhausted their own sick leave. "Serious" is defined to be a condition which is likely to cause the employee to take leave without pay or to terminate employment.
3. Sick leave donations are strictly voluntary. Donations shall be in increments of eight (8) hours. No employee may donate more than forty (40) hours in a calendar year.
4. No donation shall be allowed unless the donating employee's sick leave bank immediately subsequent to the donation is two-hundred forty 240 hours or more.
5. Donated sick leave hours must be used within one hundred and eighty (180) calendar days.
6. Donated sick leave hours are excluded from the sick leave cash out provisions of the agreement.

**8.04 Sick Leave Use:**

Sick leave must be accrued prior to use in order to qualify for paid sick leave time off. Sick leave is available up to the amount of accrued sick leave balance days and may be used for:

1. Physical injury or illness to the employee.
2. Bona fide cases of illness or accident or pregnancy, or in instances in which the employee must care for his or her sick or injured spouse, significant other, child or parent or for medical or care purposes or other benefits applicable under the federal Family Leave Medical Act or any other applicable provision of law or statute.
3. Medical or dental appointments for the employee or dependent child or spouse provided that the employee must make a reasonable effort to schedule such an appointment at times which have the least interference with the work day, and in the event of a child or spouse, when such appointment requires the employee's presence.
4. Use of a prescription drug that impairs job performance or safety.
5. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.



**8.05 Sick Leave Notification and Documentation:**

An employee who is absent or expects to be absent from work due to causes specified above is to promptly notify the City by telephone or otherwise at least one hour prior to his/her normal time of beginning the work day.

A Doctor's certificate may be required when an employee is absent for a period of three (3) or more days. The City Manager may require a person to demonstrate that he or she has sought treatment or require other verification needed to assure that the person is fit for duty or as needed to approve paid sick leave for the absence.

**8.06 Sick Leave While on Paid Leave:**

An employee who becomes ill or who is injured during paid vacation may request the conversion of the vacation leave to sick leave with pay by promptly notifying the City of the illness or injury and providing information such as a doctor's certificate as is required by the City to verify the appropriateness of such a conversion.

**Article 9 Bereavement Leave:**

Five (5) days of bereavement leave without loss of pay are allowed for employees who suffer a death in the immediate family. Additional days of leave may be charged to vacation, unused sick leave, or may be taken as unpaid leave by the employee as authorized by the City Manager. Immediate family is defined as wife, husband, significant other, son, daughter, mother, father, brother, sister, step-parents, step-children, grandparents and grandchildren of either the employee or employee's spouse.

For employees who suffer the death of any other relative not listed above, up to three (3) days of bereavement leave without loss of pay shall be allowed with the approval of the City Manager for funerals that require out of area overnight travel; otherwise the employee shall receive one day paid leave for any other member not listed above.

**Article 10 Jury Duty, Witness Leave:**

Any employee called upon for jury service or to appear as a witness before any court, tribunal, hearing board or at any other official proceeding or any official proceeding ancillary or preliminary to such a proceeding when such call to appearances arises out of the employee's official duties as an employee of the City shall advise the Employer in writing upon receipt of such call and if taken from employee's work for such service, shall be granted leave with pay without any reduction in any salary or benefits. The employee will remit to the City all pay for jury duty (except travel and meal and lodging expenses). Employees who are dismissed from jury service prior to the end of their normal workday shall report to their supervisor as available for duty as soon as practical following release from service.

**Article 11 Military Leave:**

A leave of absence with pay for a period not to exceed twenty-one (21) working days per year beginning October 1 through September 30 is granted for the purpose of responding to training orders as a member of the organized military reserves of the United States or the State of Washington.

**Article 12 Administrative Leave Pending Investigation:**

The City Manager may place an employee on paid administrative leave for up to thirty (30) working days under circumstances which make it reasonably appropriate that the person be absent from the work place during investigation, resolution or pendency of procedures appropriate to the circumstances involving the manager or staff member. The City Manager may place other lawful and reasonable conditions upon the person on administrative leave as are deemed appropriate by the City Manager.

**Article 13 Leaves of Absence:**

A leave of absence without compensation may be granted by the City Manager as provided in Section 2.94.220(0) of the Blaine Municipal Code as existing on the effective date of this agreement or as otherwise agreed.

**Article 14 Wages-Deferred Compensation:**

The City will each month contribute an amount equal to five percent (5%) of gross salary to options selected by covered employees for deferred compensation and/or tax-exempt benefits made available through City policies.

**Article 15 Wages and Cost of Living Increase:**

The wage rates for employees covered under this agreement shall be as set forth in Appendix "A" of this agreement.

- Effective January 1, 2020, employees shall receive a 2.25-percent cost of living adjustment (COLA)
- Effective January 1, 2021, employees shall receive a 2.50-percent COLA.
- Effective January 1, 2022, employees shall receive a COLA equal to the Seattle/Tacoma/Bellevue CPI-U for October produced by the U.S. Department of Labor and Statistics provided the CPI-U falls between a floor of 2.0% and a ceiling of 3.0%. If the CPI-U is lower than the floor, the floor of 2.0% shall set the COLA. If the CPI-U is higher than the ceiling, the ceiling of 3.0% shall set the COLA.

**Article 16 Retirement Benefits:**

Covered employees will be enrolled in the State of Washington P.E.R.S. for which they qualify. Contributions to the respective retirement systems by the City and each employee will be made in conformance with Federal FICA Laws and State Retirement Laws.

**Article 17 Health & Welfare Insurance Benefits**

An employee has the same Health and Welfare benefits and any other insurance benefits made available to them as is granted to the represented employees employed in their department who are included in that particular system.

The City shall pay 90% of the employee, spouse, domestic partner, and eligible dependent premiums for health insurance. Employees shall pay the remaining 10% of the cost of premiums for the employee, spouse, domestic partner, and eligible dependents.

For the duration of this Agreement, the City shall pay 100% of the cost of premiums for dental and vision coverage.

The City shall not affect any change in benefits or plans without concurrence of the members of this bargaining unit. If a plan is cancelled by the provider the City and Union shall bargain the impacts/effects when a new plan is selected. Nothing in this contract shall be construed as to limit the health care rights or benefits granted to the employees covered by this contract by nature of their membership.

Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medial leave benefits, as determined under RCW 50A.04.115. Employer will pay the remaining premium amounts.

The Employer agrees to continue to be a participating employer for the term of the agreement to the following unless modified as above:

- Machinist Medical Plan 14 Regence plus preventative care add-on, or Kaiser Permanente,
- Teamster Welfare Trust Vision Care,
- Teamster Welfare Trust Dental Care
- Association of Washington Cities Life (\$30,000), Long-term Disability (60%/90 day), Employee Assistance Program (EAP).

The City agrees to make available an IAM short-term disability plan to employees. The plan will facilitate premium payments by way of an employee payroll reduction.

**Article 18 Worker's Compensation:**

In the event of an on-the job injury resulting in time off from work for treatment and/or recuperation ("time loss"), that time will be charged to the employee's sick leave bank, if any, until the Washington State Department of Labor and Industries (L&I) has determined whether the claim is covered under the Worker's Compensation program. If the claim is covered, the employee will turn the entire time loss payment from L&I over to the City. The City will then restore the sick leave account of the employee by the amount of the time loss divided by the employee's normal rate of pay computed on an hourly basis. If and when sick leave is exhausted, this same procedure will be continued using the employee's accrued vacation, and floating holiday. When all leave balances have been depleted, the employee will retain future L&I checks as total compensation.

**Article 19 Seniority:**

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.

**Article 20 Discipline/Discharge:**

No employee covered by this agreement shall be disciplined, suspended without pay or discharged except for just cause supported by clear and convincing evidence.

**Article 21 Grievance Procedure:**

It is natural to have misunderstandings and conflict in organizations. The purpose of this procedure is to provide a method, whenever possible, for the resolution of such matters in a positive and constructive manner and to give employees a means of airing complaints regarding their employment. Employees and supervisors are encouraged to resolve the causes of conflict or disputes between themselves informally whenever possible.

If such efforts fail then the Union may file a grievance on behalf of an employee in a more formal manner following the procedure outlined below. No retaliation, disciplinary action or discrimination shall occur because of the filing of a good faith grievance under this procedure. "Grievance" as used herein shall mean any dispute or controversy, which might arise as to the interpretation or application of this agreement.

Step 1 - Discussion of the problem with the Employee's immediate supervisor is encouraged as a first step. However, if the Employee does not believe that discussion with the Employee's supervisor is appropriate, the Employee may proceed directly to Step 2.

The Employee may go directly to the City Manager in cases of allegations of discrimination or sexual harassment if the Employee desires.

Step 2 - If the Employee's problem is not resolved after discussion with the Employee's supervisor, the Employee is encouraged to request a meeting with the Employee's department head. The department head or City Manager will conduct an investigation, as warranted, and review the matter with appropriate persons. The Employee should normally receive a response within ten (10) working days of the Employee's meeting. Sometimes investigations take longer due to factors beyond the control of the investigator. If this should be the case, the Employee will be informed of the status of the investigation and provided with a revised estimated time of completion.

Step 3 - Any grievance submitted and carried forward with the grievance procedure provided above in steps one and two which is not satisfactorily adjusted within ten (10) days may be taken to arbitration by the Employer or the Union as herein provided.

Step 4 - Arbitration - Any unresolved dispute shall be waived and released unless a demand for arbitration has been served within thirty (30) calendar days after Step 3 of the grievance procedure. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot reach agreement within fifteen (15) calendar days the moving party shall request that one be appointed by the Public Employee Relations Commission. The decision of the Arbitrator shall be final. The Parties agree to share equally in the cost of arbitration, whose costs shall not include the cost of representation or counsel at the arbitration.

All grievances shall be settled in accordance with the procedures contained in this section and there shall be no lockout, strike, interruption of work, slow down or other interference with production during the life of this agreement.

#### **Article 22 Tuition Reimbursement:**

Employees may submit written requests to the City for reimbursement of tuition, education, certification, or training costs related to their employment. The City Manager or his/her designee shall review requests to determine eligibility. Such approval will be determined on a case-by-case basis and is subject to available funding. The City has the sole authority to approve or reject requests made under this section. Employees approved under this section will be required to submit documentation showing successful completion of approved coursework and the cost of associated tuition/fees/etc.

#### **Article 23 Boot Allowance:**

GIS Specialist, Planner I/II, Building Official, Civil Engineer, Public Works Operations Supervisor, and Assistant Public Works Director shall have an annual shoe allowance in the amount of \$300 gross taxable benefit. Such allowances shall be payable in a lump sum, effective January 1<sup>st</sup> of each year to be paid in the January month end payroll not later than February 15<sup>th</sup>.

#### **Article 24 Savings Clause:**

If any Article or Section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The Articles or Sections held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement.

**Article 25 Termination Clause:**

At the end of this contract, all terms of this agreement shall remain in full force and effect until the effective date of a new contract, but not to exceed one year. Written notice must be given by either party desiring to renegotiate changes or revisions in this agreement as required by RCW 41.56.440.

**Article 26 Existing Benefits:**

All conditions or provisions in effect which are not specifically provided for in the agreement or which have not been replaced by provisions of the agreement shall remain in effect for the duration of the agreement, unless mutually agreed upon between the City and the employee.

**Article 27 Civil and Criminal Coverage:**

The City shall indemnify and defend covered employees against any claim, or suit where such claim or suit arose because such employee exercises his or her authority as an employee of the City. The City shall pay on behalf of covered employee any sums which the employee shall be legally obligated to pay as a result of the employee's exercise of authority within the scope of the employee's duties and responsibilities as a City employee. The city attorney shall make the determination of whether an employee acted within the scope of his or her duties. The employer shall not provide indemnity and defense for any dishonest, fraudulent, criminal or malicious act. Indemnity and defense shall not be provided for any misdemeanor or felony charge brought against an employee resulting in a final judgment of conviction. If the employee files an appeal of the criminal conviction, any grievance proceeding pursuant to this article is stayed pending a final resolution of the appeal. In the event that the disposition of the misdemeanor or felony charge is other than a conviction, the disposition in the criminal investigation and/or prosecution will not be dispositive of the City's obligation to defend and indemnify under this section, and the City shall be entitled to assert all defenses provided in this article.

**Article 28 Court Employees:**

Application of the terms of this Agreement to employees in the City of Blaine Municipal Court shall be subject to the discretion of the Presiding Municipal Court Judge pursuant to Washington's General Rule 29(f).

**City of Blaine**

\_\_\_\_\_  
Michael Jones, City Manager

**Date:** \_\_\_\_\_

**International Association of Machinists and Aerospace**

**Workers IAM District 160**

\_\_\_\_\_  
Glenn Farmer

**Date:** \_\_\_\_\_

**Exempt Salary Structure Effective 1/1/2020**

**APPENDIX "A"**

**(Reflects 2.25% 2020 COLA)**

STEP/ RANGE	A 12 month	B 12 month	C 12 month	D 12 month	E 12 month	F 12 month	G 12 month
30	\$4,485	\$4,666	\$4,850	\$5,046	\$5,248	\$5,459	\$5,678
31	\$4,666	\$4,850	\$5,046	\$5,248	\$5,459	\$5,678	\$5,903
32	\$4,850	\$5,046	\$5,248	\$5,459	\$5,678	\$5,903	\$6,142
33	\$5,046	\$5,248	\$5,459	\$5,678	\$5,903	\$6,142	\$6,384
34	\$5,248	\$5,459	\$5,678	\$5,903	\$6,142	\$6,384	\$6,638
35	\$5,459	\$5,678	\$5,903	\$6,142	\$6,384	\$6,638	\$6,906
36	\$5,678	\$5,903	\$6,142	\$6,384	\$6,638	\$6,906	\$7,180
37	\$5,903	\$6,142	\$6,384	\$6,638	\$6,906	\$7,180	\$7,469
38	\$6,142	\$6,384	\$6,638	\$6,906	\$7,180	\$7,469	\$7,767
39	\$6,384	\$6,638	\$6,906	\$7,180	\$7,469	\$7,767	\$8,078
40	\$6,638	\$6,906	\$7,180	\$7,469	\$7,767	\$8,078	\$8,400
41	\$6,906	\$7,180	\$7,469	\$7,767	\$8,078	\$8,400	\$8,736
42	\$7,180	\$7,469	\$7,767	\$8,078	\$8,400	\$8,736	\$9,086
43	\$7,469	\$7,767	\$8,078	\$8,400	\$8,736	\$9,086	\$9,449

DRAFT