

**RESOLUTION NO. 1288**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** regarding wages, hours and working conditions for General Employees for the period January 1, 2014, to December 31, 2016.

**WHEREAS,** the General Employees of the City of Des Moines consists of all regular employees other than those who are exempt from overtime compensation under the Fair Labor Standards Act (FLSA) and those who are represented by a labor organization, and

**WHEREAS,** the General Employees group therefore excludes department heads and all other employees who are FLSA-exempt, and also excludes those who are represented by International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

**WHEREAS,** the City Council recently approved a Collective Bargaining Agreement with Teamsters Local Union Number 763 for the period January 1, 2014, to December 31, 2016, and

**WHEREAS,** the General Employees are non-represented and the City treats non-represented employees in equity to those represented by a labor organization in accordance with DMMC 2.12.10, and

**WHEREAS,** the City Council has determined that it is in the best interest of the citizens of Des Moines for the City to provide wage increases and benefit adjustments consistent with the Teamsters Agreement; now, therefore,

**THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:**

**Sec. 1.** The City hereby provides the following for its General Employees effective January 1, 2014, and remaining in effect until December 31, 2016. All personnel rules and regulations as may be promulgated according to DMMC 2.12.100 shall govern unless expressly contrary to this General Employees Compensation Resolution. All provisions of past agreements or memorandums of understanding (MOU) not modified by this Resolution remain in full force and effect.

**Sec. 2. Salaries and wages.**

(1) 2014 COLA - 1.4%, plus a market adjustment of 0.5%;

(2) 2015 COLA - 2.0%, plus a market adjustment of 0.5%;

(3) 2016 COLA - 100% of Seattle June 2015 CPI-U, with a minimum of 0.0%, plus a market adjustment of 1.0%.

**Sec. 3. Medical, dental, vision benefits.**

(1) Regular full-time and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans.

(2) Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

(a) Effective January 1, 2014, through December 31, 2014, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety (90%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:

(i) HealthFirst;

(ii) High Deductible Health Plan;

(iii) Group Health Cooperative Copay Plan 2 - \$10 Copay Plan.

(b) Effective January 1, 2015, through December 1, 2015, the City will pay ninety-five percent (95%) of eligible employee's premium and eighty-five percent (85%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:

(i) HealthFirst;

(ii) Group Health Cooperative Copay Plan 2 - \$10 Copay Plan.

(c) Effective January 1, 2016, through December 31, 2016, the City will pay ninety percent (90%) of eligible employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities health insurance plans:

(i) HealthFirst;

(ii) Group Health Cooperative Copay Plan 2 - \$10 Copay Plan.

(d) For employees who select the High Deductible Health Plan for 2014, the City will provide an annual City contribution to a Health Savings Account (HSA) as follows:

(i) Employee only: \$2,250;

(ii) Employee plus dependent(s): \$4,500.

(e) Effective January 1, 2015, through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans.

(i) For employees who select a High Deductible Plan for 2015 and 2016, the City will provide a notional Health Reimbursement Arrangement (HRA) of \$1,500 for employee only coverage or \$3,000 for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis. For new hire employees, notional HRA funding will be prorated based on the number of months covered for the remainder of the calendar year.

(ii) Once the deductible has been met, and the employee has also paid coinsurance costs \$1,500 above and beyond the deductible for employee only coverage, or \$3,000 above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the

employee's annual out-of-pocket limit.

(iii) Any unused balance in the notional HRA will be rolled into the employee's HRA VEBA account in April of the following year.

(f) Effective January 1, 2014, through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Plan F dental plan and Plan II orthodontia plan.

(g) Effective January 1, 2014, through December 31, 2016, the City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Full Family-\$25 deductible Vision Service Plan (VSP).

(h) For employees who select the HealthFirst plan or the Group Health Cooperative Copay Plan 2 - \$10 Copay Plan, the City shall provide a Health Reimbursement Arrangement (HRA) through HRA VEBA, with the following annual contributions from the City:

(i) Employee only: \$580;

(ii) Employee plus dependent(s): \$1,130.

For new hire employees, HRA VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

(i) Should the City voluntarily agree to a higher HRA or HSA amount with any other employee group, the General Employees shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.

**Sec. 4.** Employees with a sick leave balance of at least two-hundred (200) hours at the beginning of a calendar year, who use less than twenty-four (24) hours of sick leave in that calendar year shall, in February of the following year,

have twelve (12) hours of their sick leave balance cashed and deposited into their 457 Plan.

**Sec. 5. Shared leave.** The City's Shared Leave Program shall be changed to be as follows:

(1) Employees shall be eligible to receive up to three-hundred and twenty (320) hours of shared leave in any twelve (12) month period.

(2) The definition of serious health condition shall be the same as that in the Federal Family and Medical Leave Act as currently is or as it may be amended.

(3) Immediate family member shall mean the employee's spouse/domestic partner, child, adopted child, foster child, or stepchild living with the employee, or parent (whether living with the employee or not). Exceptions may be granted for other household members for whom the employee is the primary caregiver. Under circumstances where the employee is using shared leave to care for an immediate family member, he or she should make good faith efforts to share these burdens with other family members.

(4) Requests for shared leave shall be submitted by the requesting employee to his/her department director for review and recommendation. The department director shall refer the request, with his or her recommendation for approval or denial to the City Manager. The City Manager shall have final approval authority for granting shared leave. The department director or City Manager may require the employee to submit medical or other appropriate documentation to support requests for shared leave.

(5) The City Manager may permit an employee to receive shared leave under the following circumstances:

(a) The employee suffers from or is caring for an immediate family member who is suffering from a serious health condition, as defined by FMLA, which has caused or is likely to cause the employee to go on leave without pay status or terminate City employment.

(b) The employee's absence and the use of shared leave are justified.

(c) In order to be eligible for shared leave, an employee shall have utilized a minimum of 80 (eighty) hours of his or her own vacation, sick leave, holiday, compensatory time, or unpaid time toward the particular serious health condition or circumstance for which the employee is requesting shared leave. In addition, the employee shall have exhausted all accumulated vacation, holiday and comp time and all but 40 (forty) hours of accumulated sick leave.

(d) The employee has abided by City rules regarding sick leave use both prior to and during shared leave.

(e) To be eligible for receiving shared leave the employee must have contributed a minimum of 8 hours to the shared leave program the last one-month period when such contributions were solicited; however, this requirement may be waived for employees who were not employed by the City when the City last solicited contributions.

(6) Employees eligible for workers' compensation benefits (L&I) are not eligible for this program.

(7) The City Manager shall determine the amount of leave, if any, which an employee may receive. The City Manager may grant up to three-hundred and twenty (320) hours of Shared Leave in a twelve (12) month period. Shared Leave may be used for time off associated with the serious health condition but may not be used for doctor appointments, rehabilitation sessions, etc. associated with the same serious health condition after the employee has returned to work.

(8) While an employee is on leave under this program, he or she shall continue to be classified as a City employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick leave. However, an employee shall not accrue vacation or sick leave while on shared leave. If an employee is able to work part-time under this program, he or she shall receive pro-rated vacation and sick benefits, which must be utilized prior to Shared Leave draw downs. The employee's

salary rate shall not change as a result of being on Shared Leave nor, under any circumstances, shall the total of the employee's salary and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payment by the City to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he or she been in a regular pay status.

(9) The Shared Leave Bank shall be limited to a maximum accrual of 50 hours times the number of full-time City employees, less those who are members of the Des Moines Police Guild and the Des Moines Police Management Association.

(10) The Human Resources Department shall be responsible for accounting for the values of donated and shared leave and the Finance Department shall be responsible for adjusting the accrued leave balances to show the transferred leave.

(11) The Human Resources Department shall monitor the use of shared leave to ensure equivalent treatment for all employees. Inappropriate use or treatment of the shared leave provision may result in the cancellation of the donated leave or use of shared leave. In no event shall any unused shared leave be paid to an employee in the event of leaving City service.

**Sec. 6. Holidays.** An employee is eligible for a paid holiday if he or she is on paid status during the work day before and the work day after the holiday. Full-time employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Day. In addition, employees shall receive 16 hours of floating holiday time, and for all years that Christmas Eve falls on a Monday through Thursday, all City buildings will close at 12:00 p.m. (noon). Regular part-time employees shall receive paid holidays on a prorated basis.

Employees assigned to work New Year's Day and Independence Day shall be paid one and one-half (1½) times their regular rate of hourly pay for all hours actually worked on these days.

Employees assigned to work Thanksgiving Day, Christmas Day, or Christmas Eve Day after 1200 (noon) shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on these days. Full-time employees who are assigned to work any other holiday will receive eight (8) hours holiday pay at the straight time rate, and will also be paid for all hours actually worked on the holiday at the straight time rate their next paycheck. Alternatively, with their supervisor's approval, employees may either schedule holiday hours on another day in the same work week, or add the holiday hours to their floating holiday balance. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year. For purposes of this provision, holidays shall begin at 0000 hours (midnight) on the night of the holiday and conclude twenty-four (24) hours later at 0000 hours, except Christmas Eve Day which shall begin at 1200 hours (noon) and end at 0000 hours.

In the event the observation of a holiday falls on an employee's regular day off, the employee may receive eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.

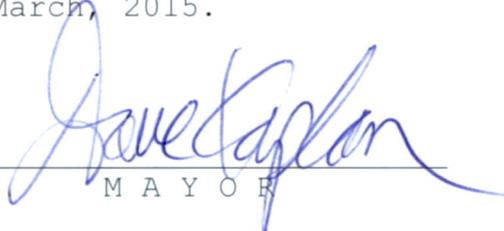
**Sec. 7. City Hall closures.** Should the City Manager, or a designee close City Hall due to inclement weather or related conditions and release non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this Resolution who is assigned to work during normal City Hall business hours while City Hall is closed.

**Sec. 8. Conflicts.** Where a conflict exists between the terms of this Resolution and the Des Moines Personnel Manual, this Resolution shall control.

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**Sec. 9. Ratification and confirmation.** Any acts consistent with the authority and prior to the effective date of this Resolution are hereby ratified and confirmed.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 5th day of March, 2015, and signed in authentication thereof this 5th day of March, 2015.

  
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M A Y O R

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

ATTEST:

  
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City Clerk