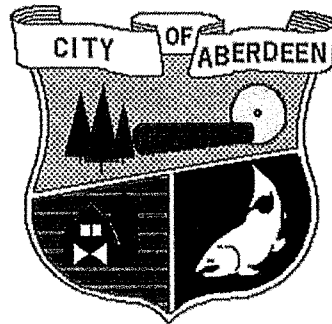


2023-2025  
COLLECTIVE BARGAINING AGREEMENT



ORIGINAL 05/18/24

MASTER AGREEMENT

between the

CITY OF ABERDEEN

and the

ABERDEEN MUNICIPAL COURT

and the

WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES and its LOCAL NO. 275,  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO.



WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY EMPLOYEES  
AFSCME AFL-CIO

**MASTER AGREEMENT**

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This Agreement is deemed entered into this 22<sup>nd</sup> day of February, 2023, by and between the CITY OF ABERDEEN, hereinafter referred to as the "Employer", the ABERDEEN MUNICIPAL COURT, hereinafter referred to as the "Court", and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES and its LOCAL NO. 275, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

It is agreed between the parties that this Agreement will begin on January 1, 2023, and will terminate on December 31, 2025.

## **ARTICLE 1 – PURPOSE**

The purpose of this Master Agreement and its Addenda is to promote harmonious relations between the Employer, the Court, and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish rates of pay, hours of work, and other conditions of employment.

It is the further purpose of this Master Agreement to identify common contractual provisions to be applied to each of the bargaining units subscribing to this Master Agreement as set forth in Addenda 1 through 5.

The Employer recognizes that the Union is the exclusive bargaining representative for all the Employer's non-uniformed regular and part-time employees (i.e., any employee working sufficient hours to qualify for participation in the Public Employees Retirement System as provided by law) whose classifications are set forth in the attached Addenda, including those Municipal Court classifications in Addenda 5 solely for the purpose of collective bargaining with respect to economic items, wages, hours and fringe benefits under this Agreement, but excluding all seasonal (those hired for a fixed period of time which is no more than five months), casual, irregular part-time (those scheduled to work 20 hours or less per week), CETA or similar employees, supervisory or confidential employees, elected officials or officers of the City of Aberdeen.

The Court recognizes the Union as the exclusive bargaining representative for all non-uniformed regular and part-time employees (i.e., any employee working sufficient hours to qualify for participation in the Public Employees Retirement System as provided by law) whose classifications are set forth in the attached Addenda 5 for the purpose of collective bargaining with respect to working conditions under this Agreement.

## **ARTICLE 2 – UNION SECURITY**

**Section 1. Neutrality** – The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative or chapter chair.

**Section 2. Union Dues – Payroll Deduction.** The Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization. The Employer shall transfer amounts deducted to Council 2.

Authorizations for Payroll Deduction are valid whether executed in writing or electronically. A copy of the electronic Authorization for Payroll Deduction shall be provided to the Cities Human Resource Department.

If the Employer receives the Unions copy, the Employer will send it to the Union. The Employer shall maintain their copies of our cards in a secure location and make them available to the Union upon request.

**Section 3. Bargaining Unit List.** The Employer shall provide to the Union monthly a complete Excel list of all bargaining unit members that includes: Employee name, home address, personal phone, birth date, hire date, job classification, department, hours worked and monthly base wage.

**Section 4. Indemnification of Employer.** The Union will indemnify, defend and hold the Employer harmless against any claims made and any suit instituted against Employer on account of any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

**Section 5. Refund to Employer.** The Union agrees to refund to the Employer any amounts paid to it in error on account of check-off provisions, upon presentation of proper evidence thereof.

### **ARTICLE 3 - NON-DISCRIMINATION**

The employer and the Union agree to comply with State and Federal anti-discrimination statutes.

**Section 1. Discrimination Prohibited.** The Employer and the Union agree that they will not discriminate unlawfully against any person by reason of race, political affiliation, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, membership or non-membership in a union, or the presence of mental, sensory or physical handicap, unless it is a bona fide occupational qualification. Sexual harassment shall be considered discrimination under this Article. Employees shall follow the procedures for investigation and resolution of sexual harassment complaints as set forth in the Employer's Personnel Policies prior to utilizing the grievance procedures set forth in Article 5 of this Agreement. The prohibition in this Article of discrimination against employees on the basis of marital status and sexual orientation shall not require the city to provide medical insurance coverage or other benefits to domestic partners of employees except as otherwise required by state or federal law or other provisions of this Agreement.

**Section 2. Reference to Gender - Application.** Whenever words specifically denoting the masculine or feminine gender are used in this Agreement, they are intended to apply equally to either gender.

**Section 3. The Americans with Disabilities Act-Duty to Accommodate.** Mindful of their responsibilities under the Americans With Disabilities Act, and in order to avoid conflicts between this Agreement and the Employer's duty to provide reasonable accommodation, the parties agree that the Employer shall be permitted to take all actions necessary to comply with the Act.

### **ARTICLE 4- MANDATORY SUBJECTS**

**Section 1. Defined.** The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

The Employer will notify the Union Staff Representative, of these changes in writing, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;
2. Where the change will occur; and
3. The date the Employer intends to implement the change.

**Section 2. Response Timeframe.** Within twenty-one (21) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union Staff Representative. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change.

In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.

There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

**Section 3. Obligation.** Prior to making any change in written agency policy that is a mandatory subject of bargaining, the Employer will notify the Union and satisfy its collective bargaining obligations per Section 1.

**Section 4. Creation or Modification of Positions.** If the Employer creates or intends to create new positions, or modifies existing positions, the Union Staff Representative and Chapter Chairperson shall be notified in writing via letter at least fifteen (15) calendar days prior to the presentation of the changes to the Personnel Committee.

**Section 5. Bargaining.** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining within fourteen (14) calendar days of receipt of the request to bargain. Records requests will be made in a reasonable and timely manner. An example for extending the timeframe for bargaining could be for fulfilling records requests.

## **ARTICLE 5 – UNION STEWARDS**

**Section 1. Union Leader List.** Upon request, the Union will provide the Employer with a written list of shop stewards. The Union will maintain the list. The Employer will not recognize an employee as a shop steward if their name does not appear on the list.

**Section 2. Duties - Discrimination Prohibited.** A steward shall be appointed by the Union membership in each department. The Employer agrees there shall be no discrimination against the shop steward for Union activities.

**Section 3. Right to Union Representation - Notice to Employee.** Employees are entitled to Union representation in all phases of the employment process. If Management meets with an employee for the purpose of taking disciplinary action more serious than oral warning, the employee must be informed of their right to have a Union representative present.

**Section 4. Investigation of Disputes - Use of Work Hours.** The Union recognizes that the investigation and processing of potential or actual grievances is the responsibility of the Union and should not be routinely paid for by the Employer or done on the Employer's time. The Employer, however, recognizes that from time to time it may be necessary for a Union representative to briefly discuss with other employees matters relating to the investigation and processing of grievances requiring immediate attention during working hours. The Union representative shall be allowed reasonable time to investigate and process such dispute or grievance requiring immediate attention during working hours, subject to work activity arising which requires the representative's immediate attention. Union representatives shall not leave their assigned work site to investigate or process such grievances without first notifying their immediate supervisor and making arrangements to respond to any work activity as directed by the Employer. Such arrangement may include a definite return time, maintaining telephone contact, or a minimum response time.

Nothing in this Section shall be construed as limiting the rights of employees to be represented by a Shop Steward or other Union representative during disciplinary actions.

### **Section 5. New Employee Orientation**

The Employer agrees to notify the Union Staff Representative and Local Union Chapter Chair in writing of any new positions and new employees within the first week of hire. The Employer shall provide the names of the employees, corresponding job title, and Department.

The chapter chair, shop steward, or Staff Representative shall at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

### **Section 6. Use of City Facilities, Resources, and Equipment**

The Union and its shop stewards will not use the below-referenced city equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by city policy. Communication that occurs over city-owned equipment is the property of the Employer and may be subject to public disclosure. Use will be in accordance with WAC 292-10-010(3)(a)

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings subject to the Employer's policy, availability of the space, and with prior notification to the Employer to the extent practicable.

B. Supplies and Equipment

The Union and its membership will not use city-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from institution business.

C. Email, Fax Machines, the Internet, and Intranets

The Union (elected Union leaders and/or Staff Representative/ Council 2) will be allowed to use the City internet to access personal email, email, and intra-office mail for deminimus use for sending out meeting announcements, contract vote information or Union scholarship information. The Union and its members will not use City-owned or operated email, fax machines, the internet, or intranets to communicate with one another for union related business. Employees may use city operated email to request union representation. Use shall not compromise the security or integrity of the City information or software.

## **Section 7. Bulletin Boards**

Union bulletin boards will be provided in first and second floor City Hall, Police Department, Animal Control, Municipal Court, Fire Department, Water Department, Street/ ER&R Departments, Electrical, Waste Water Treatment Plant, and the Parks Maintenance Department.

The Union may use the bulletin boards to post the following types of information: Notice of job posting, social affairs of the Union, Union meeting notices, Union elections and appointments, results of elections, or any other Union business as approved by the Chapter Chair. All materials posted shall be identified as Union bulletins.

Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with City policies, and identified as union literature. Union communications may not be posted in any other location.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

**Section 1. Defined.** Crucial to the cooperative spirit in which this Agreement is made between the Employer and the Union is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. A grievance is defined as a dispute arising during the term of this Agreement involving the interpretation, application, or alleged violation of an employee's rights and privileges as set forth herein. It is agreed that the grievance procedure is the exclusive remedy for the redress of any grievance by any employee covered by this Agreement.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that all procedures set forth herein shall be complied with as expeditiously as possible.

**Section 2. Contents.** The written grievance shall include at least the following information:

1. The date upon which the grievance occurred.
2. The specific Article(s) and Section(s) of the Agreement violated.
3. Specific remedy requested.
4. The grievant(s) name.
5. The nature of the grievance.
6. Name and/or signature of Union representative (Staff or Steward).

**Section 3. Obligation to Continue Work.** Should there be any dispute, complaint or grievance arising out of interpretation of this Agreement, the employee or employees concerned shall continue to work under the same



conditions which existed prior to such dispute, complaint or grievance, until it can be resolved by the following grievance procedure.

**Section 4. Steps in Grievance Resolution.** An employee who feels they have been aggrieved under the terms of the Agreement shall consult with the Steward. The following steps shall apply in resolving the matter:

**Step 1.** An employee or group of employees who thinks he/she/they is/are aggrieved shall consult with a Union Shop Steward, and they shall, within eighteen (18) calendar days of the occurrence, submit a completed grievance form, discuss the facts with the employee's manager in a scheduled meeting. The manager shall provide a response, which may be in writing, to the grievance within ten (10) calendar days of the discussion.

**Step 2.** If the Union is not satisfied with the manager's response, and wishes to pursue the grievance, it shall be submitted in writing to the Department Head within fourteen (14) calendar days following the response from the supervisor. The Director or Designee will meet with the parties and shall reply to the employee(s) and the Union in writing within seven (7) calendar days after it has been presented to them.

**Step 3.** If the Union is not satisfied with the resolution of the Department Head, and wishes to pursue the grievance, it shall within fourteen (14) calendar days following the response from the Department Head, submit the written grievance, and supporting documentation and pertinent material, to the Mayor for resolution. The Mayor or Designee may at their discretion meet with the parties and shall reply to the employee(s) and the Union in writing within fourteen (14) calendar days after it has been presented to them in an attempt to resolve the grievance.

**Step 4.** Prior to arbitration, the parties may attempt mediation as a means to resolve the grievance utilizing the Public Employment Relations Commission (PERC). The union may, by written notification to the Mayor within fourteen (14) calendar days of receipt of the Step 3 response file a request for mediation and the parties will enter mediation with the Mediator assigned by the PERC.

**Step 5.** If the Union does not request mediation, the Union may, by written notification to the Mayor within fourteen (14) calendar days of receipt of the Step 3 response, file a demand for arbitration.

If the Union pursues mediation and is not satisfied with the result at Step 4, the Union may, by written notification to the Mayor within fourteen (14) calendar days of the resolution at Step 4, file a demand for arbitration.

**Section 5. Arbitration Procedure.** In the event a mutually acceptable arbitrator cannot be selected by the parties within fourteen (14) calendar days following the demand for arbitration, the demand may be filed with the Public Employment Relations Commission (PERC). In the event the Employer and the Union mutually agree not to utilize the assigned PERC arbitrator, demand may be filed with the American Arbitration Association (AAA). The arbitrator shall be selected according to the AAA rules. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render the decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond the jurisdiction of the arbitrator. The expenses of arbitration shall be borne equally by the parties to the grievance.

**Section 6. Time of Essence - Waiver of Time Limits.** The Employer and Union both want grievances to be resolved as quickly as possible. Time is of the essence in this grievance procedure. Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute a withdrawal of the grievance. Failure of the Employer to comply with any time limitation of the procedures in this Article shall allow the Union to automatically advance the grievance to the next step without waiting for the Employer's reply at the previous step. The Employer and Union may extend the time limits for stated periods of time by mutual written agreement.

**Section 7. Settlement Contrary to Contract - Prohibited.** No settlement of a grievance shall be contrary to the terms of this Agreement. Neither the arbitrator nor any other person or persons in the grievance procedure shall have the power to negotiate new agreements or change any of the present provisions of this Agreement.

## **ARTICLE 7 - UNIFORM OR PROTECTIVE CLOTHING**

If the Employer requires uniforms or protective clothing, it shall provide them. All uniforms or protective clothing shall remain the property of the Employer and shall be worn for municipal purposes only. All property shall be returned to the Employer for replacement, or upon termination of employment.

The City shall equip the mechanic shop with necessary tools.

The City shall continue to provide insurance on all personal tools in the mechanic shop (and deductibles for that insurance).

## **ARTICLE 8 - STANDING COMMITTEES**

**Section 1. Union Labor Management Committee.** Shall be comprised of not more than four (4) Union members plus their AFSCME staff representative and the Employer agrees to appoint not more than four (4) persons to the committee. The Union or Employer may have an additional member or members present when necessary as a resource person for the specific topic under discussion. The Union and the Employer agree to furnish the names of its committee members and the committee chairman upon request.

- A. The Public Works Labor Management Committee will meet no less than quarterly.
- B. Labor Management Committees will be held by the department the request pertains to.
- C. Committees will meet at the request of either party to discuss issues arising under the contract.

**Section 2. Negotiation Committee.** Negotiations shall be conducted at mutually agreeable times with preference toward regular working hours. Committee members shall not suffer a loss of pay for attendance during their regular working hours. Committee members are not entitled to pay for attendance at times other than during their regularly scheduled working hours. A request by either party for a meeting of the two committees shall be in writing not less than five (5) days before such requested meeting.

## **ARTICLE 9 - RIGHTS AND RESPONSIBILITIES OF MANAGEMENT**

**Section 1.** It is understood and agreed that the Employer possesses the sole right and authority to operate and direct employees and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City of Aberdeen prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a) To determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control and determine the operations or services to be conducted by employees;
- c) To determine the methods, means, and number of personnel needed to carry out a department's mission;
- d) To direct the work forces;
- e) To hire, assign, promote and transfer employees between departments;
- f) To suspend, discipline or discharge for just cause;
- g) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- h) To make, publish and enforce rules and regulations;
- i) To introduce new or improved methods, equipment or facilities;
- j) To contract out for goods and services, subject only to good faith bargaining over the effects of the contract on the bargaining unit;

No right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement. In the case of involuntary transfers, the affected employee shall be given the reasons therefor in writing.

**Section 2.** If in the sole discretion of the Mayor or City Council, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tsunami conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor shall advise the Union of the nature of the emergency. The Mayor shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union.

## **ARTICLE 10 - HOLIDAYS**

**Section 1. Holidays Recognized.** Except for employees in a position which is regularly staffed six (6) or seven (7) days a week or on holidays, the following days shall be recognized as paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Veterans' Day          |
| Martin Luther King Day | Thanksgiving           |
| Presidents' Day        | Day after Thanksgiving |
| Memorial Day           | Christmas Day          |
| Fourth of July         | Christmas Eve          |
| Labor Day              | One Floating Holiday   |

The floating holiday is to be taken during the year upon mutual consent between the employee and the Employer. The employee shall notify the Employer of intent to take the floating holiday at least five (5) working days before the proposed holiday; however, ten (10) working days' notice is preferable.

Employees will be paid for the number of hours of their schedule in force at the time of the holiday.

Whenever any legal holiday falls on a Sunday, the following Monday shall be considered the designated holiday; whenever a legal holiday falls on a Saturday, the preceding Friday shall be considered the designated holiday.

**Section 2. Days Off in Lieu of Holidays.** Sewer Treatment Plant Operators, Police Services Officers, or any employee in a position which is regularly staffed six (6) or seven (7) days a week or on holidays, shall receive twelve (12) working days off in lieu of holidays (this provision does not apply to any other classification of employee covered by this Agreement). Scheduling of these holidays shall be by mutual agreement with the Department Head. Provided, however, these holidays shall not be scheduled when the employee is scheduled for "weekend watch". The employee may schedule a day off in lieu of a calendar day holiday listed in Section 1 of this Article within twelve (12) months following its occurrence. The Department Head may, however, require an employee to take any of the holidays as listed in Section 1 of this Article instead of the "in lieu of holidays provided in this section. An employee covered by this section who is required to work on Thanksgiving Day, Christmas Eve or Christmas Day shall receive overtime pay under Section 7 of Article 16.

**Section 3. Holidays Forfeited - When.** Holidays and floating holidays which are not taken during the calendar year shall not be accumulative and shall be forfeited. Days off in lieu of holidays which are not taken within twelve (12) months of the calendar holiday shall be forfeited. If the Employer requires an employee to work on a scheduled "floating holiday" or day off in lieu of a holiday, the employee may request that the floating holiday, or day off in lieu of holiday, be rescheduled rather than receiving overtime pay under Section 7 of Article 16.

## **ARTICLE 11 -- SICK LEAVE**

**Section 1. Defined - Rate of Accrual - Use - Maximum Accrual.** An employee shall accrue eight (8) hours of sick leave per month from date of hire as a regular employee; provided that an employee whose regular work day is less than eight (8) hours shall receive one (1) hour of sick leave per month for each hour of the employee's regular work day. That portion of sick leave not used shall be accumulated to the employee's credit, provided that the number of hours accumulated as sick leave shall be limited to nine hundred sixty (960) hours. Sick leave in addition to its ordinary meaning as to that particular employee shall include the use of sick leave to care for others to the extent mandated by state and federal laws. Sick leave may not be taken in the month it is earned.

**Section 2. Authorized Use of Sick Leave.** Use of sick leave concurrent with federal and state mandatory leave laws shall follow the relevant provisions of the Employer's Personnel Policies.

Sick leave may be used in the following situations:

1. The employee's own mental or physical health condition, injury, or illness.
2. Care for a family member with a mental or physical health condition, injury, or illness; Care of a family member who needs a medical diagnosis, care, or treatment of a mental or physical health condition, injury, or illness; Care for a family member who needs preventative medical care.
  - a) For purposes of this Article, "family member" means any of the following: 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); parent (including 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 a person who stood in loco parentis when the employee was a minor child); spouse; registered domestic partner; grandparent; grandchild; or sibling.
3. The need to care for a family member under the Family Care Act.
4. Actual periods of temporary disability and maternal/paternal care associated with pregnancy or childbirth in accordance with RCW 49.78
5. The employee's medical, optical, or dental appointments, including preventative medical care.
6. When the City, a school attended by the child of an employee, or a place of care attended by the child of an employee, is closed by order of a public official for any health-related reason.
7. When an employee is entitled to use sick leave for absences related to domestic violence under Washington's domestic violence leave act, RCW 49.76.
8. Leave for Military Family Leave Act, RCW 49.77.

**Section 3. Proof of Illness - Examination.** For absences exceeding three days, an employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If the Employer requires verification, 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. If an employee feels that the request causes an unreasonable burden or expense, the Employer may alleviate the burden or allow for an alternative form of verification.

**Section 4. Worker's Compensation - Supplement.** Absence for on-the-job injury covered by Worker's Compensation may be charged to any of the injured employee's paid leave banks or to unpaid leave at the discretion of the injured employee. The injured employee's choice of the type of leave will be noted on the employee's timesheet.

An employee using paid sick leave and simultaneously receiving compensation under the Worker's Compensation Law will receive for the duration of such sick leave only that portion of the employee's regular salary which, together with such compensation, equals the regular salary. Employees in this situation will have sick leave "buy back" calculated by the Finance Department and the employee's sick leave balance will be credited by the corresponding value of the Worker's Compensation payments in order to restore the corresponding value of sick leave that was used.

An employee using any other form of paid leave other than sick leave and simultaneously receiving compensation under the Worker's Compensation law will keep both forms of payment and will have no salary or leave adjustments from the Employer, i.e. no "buy back".

**Section 5. Sick leave conversion.** Employees who have accumulated more than four hundred (400) hours of sick leave time may trade sixteen (16) hours of sick leave time for eight (8) hours of personal paid leave in a year. Employees who have accumulated more than six hundred fifty (650) hours of sick leave time may trade thirty-two (32) hours of sick leave time for sixteen (16) hours of personal paid leave in a year. Employees who have accumulated more than nine hundred (900) hours of sick leave time may trade forty-eight (48) hours of sick leave time for twenty-four (24) hours personal paid leave in a year. Employees who have been disciplined for abuse of sick leave within the preceding two years are not eligible for the benefit provided in this section. For purposes of determining an employee's

eligibility for sick leave conversion, his/her/their accumulated sick leave as of April 30 of the current calendar year shall be used. During May of each year, eligible employees shall declare their intent on forms provided by payroll. An employee electing to utilize this conversion shall have their accumulated sick leave reduced and personal paid leave increased accordingly. The personal paid leave shall be used and scheduled in the same manner as vacation leave, but any accrued personal paid leave shall be used before vacation hours and shall be counted towards the mandatory 40 hours of annual vacation usage. The vacation leave cap in Article 12 shall not apply to personal paid leave balances but a maximum of 24 hours of personal paid leave may be accrued.

**Section 6. Washington Paid Family Medical Leave.** Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4% of employees' wages (unless otherwise limited by action of the State)). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030.

## ARTICLE 12 - VACATIONS

**Section 1. Mandatory Use - Forfeiture - When.** After the second year of employment, Employees must use a minimum of forty (40) hours of vacation per year. Any portion of the forty (40) hours not used shall be forfeited.

**Section 2. Accrual Rates.** Vacation time for employees working a forty (40) hour work week shall accrue according to the following schedule:

| MONTHS    | VACATION TIME      |
|-----------|--------------------|
| 1 - 48    | 8 Hours Per Month  |
| 49 - 96   | 10 Hours Per Month |
| 97 - 144  | 12 Hours Per Month |
| 145 - 192 | 16 Hours Per Month |
| 193-240   | 18 Hours Per Month |
| 241 +     | 20 Hours Per Month |

Employees working less than a forty (40) hour work week shall accrue vacations on a pro-rata basis according to the preceding schedule.

**Section 3. Scheduling - Seniority - - Exceptions.** Vacations shall be scheduled during the month of January by the Department Head in accordance with seniority of employees within a work division and means shall be provided for employees to indicate their preferred vacation time; provided, however, an employee not scheduling their vacation during January does not have the right to take another employee's scheduled vacation time due to seniority. Vacations shall be taken in one-hour increments unless the Department Head or their designee approves otherwise. If the Employer requests the employee to work on a day of their vacation, which has been scheduled for more than thirty (30) days, the employee shall be paid for the day at the overtime rate and the vacation day shall be rescheduled.

**Section 4. Maximum Accrual - Exception - Employer's Request.** A maximum of four hundred fifty-six (456) hours of vacation leave may be accrued by each employee. Accrued vacation hours shall be determined on a monthly basis by subtracting hours actually used during the present month and then adding hours accrued during the present month to the previous month's ending balance. An employee with four hundred fifty-six (456) accrued vacation hours shall not be entitled to carry over any additional vacation hours into another month; provided, however, that if the

Employer has asked the employee not to take their vacation time, the employee may accrue additional vacation hours for twelve (12) months after the canceled vacation and any unused vacation in excess of four hundred fifty-six (456) hours after the end of the twelve (12) month period shall be forfeited.

**Section 5. Notice of Separation - Liquidation.** Upon notice of separation, the Employer may require the employee to use accumulated vacation or compensatory time off until the date of termination as a classified employee. Upon the

termination as a classified employee, unused accumulated vacation leave in excess of two hundred forty (240) hours and any earned compensatory time off shall be liquidated as follows:

- a) Upon the death of an employee, the last paycheck shall include payment for the unused accumulated vacation leave or compensatory time off.
- b) If employment with the Employer is terminated for any other reason, the employee shall be maintained as an unclassified employee and placed on paid leave until the unused accumulated vacation leave and compensatory time off have been used. As an unclassified employee, a person is entitled to continue receiving wages and benefits as they existed upon the date of their termination but shall not receive any additional benefits, including any salary increases, granted to other Employer employees effective after the date of his/her/their termination. An employee may elect to forfeit the right to use the accumulated vacation leave as an unclassified employee, but such employee shall then forfeit all such unused leave.
- c) The Employer, at its sole and exclusive option, may reduce all or a portion of the leave status of an unclassified employee, as provided in Subsection 5(b) above, by making a lump sum payoff of unused accumulated vacation leave and compensatory time off.

**Section 6. Deferred Compensation Program - Conversion.** An employee who is participating in the Employer's Deferred Compensation Program may elect to exchange up to eight (8) hours of vacation leave per month in return for the deposit by the Employer of the cash equivalent into the Employer's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election by an employee to withdraw from the vacation leave conversion program shall be effective upon the next opening date. Changes by the employee to their vacation conversion election shall not occur more frequently than once every six (6) months. In the event that the employee has no accumulated vacation hours to convert, the Employer may discontinue the employee's participation in the vacation conversion program, thus reducing the employee's vacation to zero (0) and causing an equivalent amount of the employee's pay to be placed into the Deferred Compensation Program.

## **ARTICLE 13 - DEATH BENEFIT**

The Employer shall make available AWC term life insurance with a death benefit in the amount that is available through AWC to be paid to the estate or designated beneficiary of any employee covered by this Agreement who dies while in the employment of the Employer. The Employer shall pay that portion of the premium necessary to provide the first \$10,000 of said coverage with the employee to pay the balance of the premium through payroll deduction.

## **ARTICLE 14- DISCIPLINARY PROCEDURES**

**Section 1. Right to Impose - Violations Listed - Just Cause Required.** It is agreed that a violation of any of the following working rules shall be just cause for the Employer to take disciplinary action in accordance with the procedures set forth in this Article:

- a) Reasonable cause to believe the individual has committed a criminal act involving misconduct relating to any public duty or has committed any felony.
- b) Recklessness or conduct which endangers life, limb or property.
- c) Creating dissension, interfering with orderly working and operation of the Employer's functions or this Agreement.
- d) Undue abuse of equipment.
- e) Reasonable cause to believe the employee has used or is affected by intoxicants, illegal drugs, or illegal controlled substances while on duty.
- f) Removing Employer property without consent of the Department Head.

- g) Any misuse of sick leave or other leave, in compliance with the law.

It is further understood that the above list is not intended to require the Employer to take disciplinary action or to limit the power of the Employer to discipline, suspend, demote or discharge an employee for other just cause.

**Section 2. Degree of Discipline - Investigation - Hearing.** The degree of discipline administered depends on the severity of the infraction. It is the responsibility of the Employer to thoroughly evaluate and investigate the facts, which may include meeting with the employee in an investigative hearing (Weingarten Hearing) and shall include holding a pre-disciplinary hearing if the contemplated discipline is more severe than a written reprimand. Prior to the pre-disciplinary hearing, the Employer shall inform the employee and the Union in writing of the accusation being made, who is making the accusation, the now relevant facts, and the contemplated discipline. At the pre-disciplinary hearing (Loudermill Hearing), the employee and the Union representative shall be provided an opportunity to respond in person and in writing. Employees are entitled to Union representation in all phases of the pre-disciplinary process. For all disciplinary action more serious than an oral warning, the employee will be informed of their right to have a Union representative present.

**Section 3. Methods of Discipline.** Discipline in the City shall be progressive and corrective, designed to improve behavior and not merely to punish. The Employer agrees with the tenets of progressive and corrective discipline, where appropriate. All disciplinary documents will be retained in compliance with the Public Records Act and Washington State guidelines. Discipline should be administered for just cause in accordance with the following procedures:

- a) **Coaching, Counseling and Mentoring:** Where permissible, prior to formal discipline, an employee will receive coaching, counseling and mentoring in an effort to correct the behavior/performance. The supervisor will provide and document the coaching, counseling and mentoring and will provide all documentation to the manager.
- b) **Oral Warning.** An oral warning shall be used for minor offenses which occur occasionally. The manager may call the employee aside to privately discuss the offense and warn the employee not to repeat the behavior. The employee shall be informed that an oral warning is being administered and that he/she/they is being given an opportunity to correct the condition. The employee shall be informed that if the condition is not corrected, they will be subject to more severe disciplinary measures. The manager should document the warning, and the warning shall be signed by the employee. Oral warnings will not be used as part of progressive discipline if they are more than two years old. A manager's directives or instructions made on the job to an employee shall not constitute an oral warning.
- c) **Written Reprimand.** A written reprimand is used initially for more serious problems or offenses, or for repeated incidents where an oral warning has failed to correct unacceptable behavior. The manager will discuss the reprimand with their immediate manager and then with the employee and Union representative to be certain that the employee understands the reasons for the disciplinary action. The employee will receive a signed letter from their manager listing the violations or failures of the employee, and clearly state what corrective action must be taken by the employee to avoid further discipline. The employee shall sign an acknowledgment of their receipt of the disciplinary letter and a copy shall be placed in the employee's personnel file in the office of the Human Resources Director. The department head or manager may develop a performance improvement plan with the employee. An employee on a performance improvement plan is on notice that noncompliance with the performance improvement plan may result in further disciplinary action.
- d) **Investigative suspensions.** Investigative suspensions, with or without pay may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be warranted. This suspension allows the manager to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation it is determined that the employee was not guilty of any violation, he shall normally be returned to work and paid for any lost time. If the employee is found to be in violation, the appropriate Employer disciplinary action will take effect on the date that the investigative suspension began if such was without pay. As an alternative to an investigative suspension with or without pay, an employee may be directed to use accumulated vacation or

holiday time during the investigation. If the employee is exonerated, such leave shall be restored to the employee.

- e) **Disciplinary Suspension.** A suspension from work without pay shall be used for serious offenses or for continuing violations after the employee has received a written reprimand and has not made an adequate effort to improve performance, but when circumstances related to an employee's overall performance do not warrant immediate discharge. Except in unusual circumstances, the normal length of a suspension without pay should not exceed fifteen (15) working days. Suspension is generally the most severe form of discipline given by a manager short of termination. It should be applied only after thorough evaluation by the Department Head or designated representative. The Department Head shall consult with the Human Resources Director prior to administering a suspension. The manager shall state in writing the facts leading to the reason for the disciplinary suspension and the duration and terms of the suspension. The manager will inform the employee in writing of the disciplinary action, making sure that the employee is fully aware of the reasons for the action. A copy of the written notice of suspension shall be placed in the employee's personnel file and the Human Resources Director shall be notified of the action.
- f) **Discharge.** Discharge is the most severe discipline and should be reserved for the most serious offenses or for repeated offenses of a less serious nature. Discharge must be approved by the Department Head or the Department Head's designee. The Mayor and the Human Resources Director should be consulted before a non-probationary employee is discharged.

The above disciplinary measures are not exclusive. Other or additional discipline may be administered with the consent of the Department Head according to the nature and circumstances of the offense and the needs of the department.

Employees shall have the right to add a rebuttal statement to oral warnings, the grievance process is the opportunity for rebuttal for all discipline above an oral warning.

**Section 4. Grievance Procedures.** An allegation that the Employer has suspended, demoted, or discharged an employee without just cause shall be subject to the grievance procedures specified under Article 6. Grievances over written reprimands may be advanced only through Step 4 Mediation and not to arbitration.

## **ARTICLE 15 - FAMILY MEDICAL AND DENTAL INSURANCE**

**Section 1. Coverage Provided - Selection by Union - Change of Carriers.** The Employer shall pay one-hundred percent (100%) of the monthly premiums for AWC Benefit Trust Healthfirst Plan 250 for employees. The employer shall pay eighty-five percent (85%) of the monthly premiums for AWC Benefit Trust Healthfirst Plan 250 for employees' dependents and fifteen percent (15%) of the monthly premium shall be deducted from the employee's monthly salary for dependent medical coverage.

Employees may, at their sole option, voluntarily switch their medical coverage to the AWC Benefit Trust High Deductible Plan (subject to the rules that apply to the plan coverage documents). The Employer shall pay one-hundred percent (100%) of the monthly premiums for AWC Benefit Trust High Deductible Health Plan (HDHP) for employees. The Employer shall pay ninety percent (90%) of the monthly premiums for the High Deductible Health Plan (HDHP) for employees' dependents and ten percent (10%) of the monthly premium shall be deducted from the employee's monthly salary for dependent medical coverage.

The Employer shall make the following matching contributions to the HSA of an eligible employee for each month in which the employee is enrolled in the HDHP:

### **Single coverage**

|                                  |                                  |
|----------------------------------|----------------------------------|
| First year on plan:              | Employee= \$100; Employer= \$100 |
| Second consecutive year on plan: | Employee= \$75; Employer= \$125  |
| Third consecutive year on plan:  | Employee= \$50; Employer= \$200  |



## Family coverage

|                                  |                                  |
|----------------------------------|----------------------------------|
| First year on plan:              | Employee= \$200; Employer= \$200 |
| Second consecutive year on plan: | Employee= \$150; Employer= \$300 |
| Third consecutive year on plan:  | Employee= \$100; Employer= \$400 |

A "consecutive year on plan" shall mean each consecutive annual open enrollment period an employee has elected to remain on the HDHP. Employees who initially enroll in the HDHP mid-year (prior to the annual open enrollment period) shall be in the "first year on plan" and, if they remain on the plan after the open enrollment period for the following calendar year, shall be in the "second consecutive year on plan" in the calendar year following their initial enrollment. Employees who initially enroll in the HDHP during the annual open enrollment shall be in the "first year on plan" in the calendar year the enrollment takes effect and, if they remain on the HDHP after the open enrollment period for the following calendar year, shall be in the "second consecutive year on plan".

The Employer and Employees agree, upon request of either, to form a Medical Insurance Review Committee. The Employer and Employees shall each select up to four representatives to serve on the Committee. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums, including but not limited to, insurance plans with higher deductibles and lower premiums.

**Section 2. Dental Insurance.** The Employer shall provide members, their spouses and dependents with Dental Insurance under Plan IX of the Union Dental Trust, eighty percent (80%) of the monthly premiums for such insurance to be paid by the Employer and twenty percent (20%) of the monthly premium shall be deducted from the employee's monthly salary.

**Section 3. Vision Insurance.** Effective as soon as practicable after execution of this contract, the Employer shall provide members, their spouses and dependents with vision insurance, eighty percent (80%) of the monthly premiums for such insurance to be paid by the Employer and twenty percent (20%) of the monthly premium shall be deducted from the employee's monthly salary.

**Section 4. Insurance Benefits - Implementation of Changes.** The benefits provided for herein, unless otherwise stated, shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Employer. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Employer and the company. Any changes which do not substantially change the level of benefits and which are required by the provider of insurance coverage shall be implemented. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or to the Union, nor shall such failure be considered a breach by the Employer or Union of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Employer, the Union, an employee, or beneficiary of any employee. The terms of any contract of policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

## ARTICLE 16 - OVERTIME PAY

**Section 1. Overtime Rate - Time and One-Half - When.** Overtime pay at the rate of time and one-half of the employee's regular hourly rate shall be paid:

- a) For all work performed at Employer's request in excess of eight (8) hours per day, or the employee's regularly scheduled work shift.
- b) For all work performed at Employer's request in excess of forty (40) hours in a week, or the employee's regularly assigned work week.
- c) Employees who are scheduled to work five (5) consecutive days shall be paid overtime on the sixth (6th) and seventh (7th) days, with the exception of shift changes.

- d) All work performed in excess of the regularly scheduled shift, or over 40 hours in a week must be done at the Employer's request.
- e) The Employer will make an effort to distribute voluntary overtime equally to qualified employees who desire extra hours of work. When more than one qualified employee is interested in the overtime it shall be given to the most senior qualified employee.

**Section 2. Compensatory Time Off.** Employees may, at their request and with the Employer's approval, accrue compensatory time off in lieu of overtime to the extent such an option is allowed by State or Federal law or departmental policy. Employees may accrue up to one hundred (100) hours of comp time of which fifty (50) hours may be carried over from one year to the next. Employees who have more than 50 hours of accrued comp time must have scheduled the use of any excess hours by November 1 to be used by year's end. Any accrued comp time hours in excess of 50 which have not been scheduled for use by year's end will be cashed out and not carried over to the next year. The Employer reserves its rights to schedule the use of accrued compensatory time. An employee may cash out up to 50 hours of comp time in November of each year. All compensatory time accrued but not taken at the time of an employee's separation shall be paid to the employee.

**Section 3. Double-Time - When.** Employees who work for over twelve (12) consecutive hours shall be paid at two-times their regular rate of pay for all hours worked thereafter until a full eight-hour break has been given.

**Section 4. Substitution of Shifts.** Employees may agree to substitute for one another during scheduled work hours, solely at their option and with the approval the Department Head, and the substituted employee will be credited as though he or she had worked his or her normal work schedule for the shift covered by the substituting employee. The substituting employee shall not receive credit for hours worked or overtime pay under the terms of this Agreement for the shift substitution.

**Section 5. Callback Pay - When - Exceptions.** Employees, except caretakers (Waterworks Operators) and inspectors, called back to work after leaving the place of employment following completion of a regularly scheduled work shift shall receive a minimum compensation of two (2) hours calculated at the overtime rate. This provision does not apply if the callback was scheduled prior to the termination of the regularly scheduled work shift. When an employee is called on the telephone during their scheduled off hours, for their knowledge or expertise, and it does not require the employee to return to their place of work, they will be compensated at a minimum of thirty (30) minutes of overtime, unless the telephone call is *de minimis* (less than two (2) minutes), if the telephone call is from a member of the Public Works' leadership team.

**Section 6. Overtime Calculation - Regular Rate of Pay.** The regular rate per hour shall be computed by dividing the annual rate of pay for a forty (40) hour work week by two thousand eighty (2,080) hours for the purposes of overtime calculation.

**Section 7. Holiday Pay - Double Time - Exceptions.** All work done on days which are designated as holidays under this Agreement shall be paid at the rate of two-times the regular rate of pay for all hours worked in addition to eight hours of holiday leave pay, except for weekend watch and telephone time.

## **ARTICLE 17 - SPECIAL PAY PROVISIONS**

**Section 1. Hazardous Duty- Defined - Double Time.** Electricians shall be paid at two-times the regular rate of pay for all time worked sixty (60) or more feet above the ground; provided, a minimum of one (1) hour at the double-time rate shall be paid for each occasion an electrician is required to work sixty (60) or more feet above the ground even though the employee does not work a full hour at such task.

Employees shall be paid at two-times the regular rate of pay for all time worked (e.g. when loading tanks or transportation of the chemical) while working with Sodium-Hypo Chloride (or other similarly dangerous gas/substance as determined by management); provided, a minimum of one (1) hour at the double-time rate shall be paid for each occasion an operator is required to wear PPE, even though the operator may not be required to work in the capacity for a full hour. Provided further, that this provision shall apply only to those circumstances in which the operators were actually dealing with poisonous gases and excludes from the provision the use of such devices when

used for routine maintenance or training purposes – and shall not apply to circumstances where the operator is using chlorine bleach.

Employees shall be paid at two-times the regular rate of pay for all overtime worked on the industrial pipeline between the downstream tunnel and the Junction City Road; provided a minimum of one (1) hour at the double-time rate shall be paid for each operation.

The City shall provide appropriate PPE for employees assigned to clean up biohazardous waste.

**Section 2. Out-of-Class Pay - Defined - Reclass Review.** Out-of-class pay is applicable when an employee is assigned the principal duties and responsibilities of a higher classification, which can be due to the absence of another employee or due to the position being vacant. Provided, however, the Employer shall only pay out-of-class pay to one (1) employee per absence in each Department.

An employee whose duties and responsibilities are generally increased by assignments made by the Employer, but who is not filling in at a specific position, may be paid out-of-class pay, but also may initiate a reclass review in accordance with Article 21.

**Section 3. Bi-Lingual Pay.** The City shall pay 5% above the base wages for employees who have proven bilingual competence as determined by the City, in a language the City deems beneficial to conducting City Business.

## **ARTICLE 18 - WAGES**

### **Section 1. Pay Schedule - Classification Plan.**

Effective January 1, 2023, all employees shall be paid in accordance with Appendix A (salary schedule) which shall reflect a seven percent (7%) across the board increase over the salary schedule in effect as of December 31, 2022.

Effective January 1, 2024, salaries shall be increased across the board by an amount equal to 100% of the Seattle-Tacoma-Bellevue CPI-W (measured from October, 2022 to October, 2023), minimum two percent (2%) and maximum four percent (4%).

Effective January 1, 2025, salaries shall be increased across the board by an amount equal to 100% of the Seattle-Tacoma-Bellevue CPI-W (measured from October, 2023 to October, 2024), minimum two percent (2%) and maximum four percent (4%).

**Section 2. Longevity Pay.** The City agrees to the following longevity pay scale which shall be added to the monthly salary of each eligible employee:

|                                |      |
|--------------------------------|------|
| Starting 10 <sup>th</sup> year | 2%   |
| Starting 15 <sup>th</sup> year | 3%   |
| Starting 20 <sup>th</sup> year | 4.5% |

**Section 3. Deferred Compensation Program - Match.** Union employees participating in the City's deferred Compensation Program shall receive a dollar for dollar match from the City. The City shall match the percentage below, the employee's current range and step on the Union employee salary schedule. The City's match shall be in addition to the basic salary of the employee.

| <b>Months Employed</b>         | <b>Deferred Compensation Match</b> |
|--------------------------------|------------------------------------|
| Starting 10 <sup>th</sup> year | 1.0                                |
| Starting 15 <sup>th</sup> year | 1.5                                |
| Starting 20 <sup>th</sup> year | 2.0                                |

## **ARTICLE 19 - OTHER LEAVE**

**Section 1. Funeral and Bereavement Leave.** An employee who requests leave for a death in their immediate family may elect to take up to three (3) days of bereavement leave if the funeral is to be held in the state of Washington and five (5) days if it is to be held outside the state of Washington or if the employee is involved in administration of the estate. Funeral and bereavement leave shall only be used for bereavement, funeral attendance, or other matters related to the death. Immediate family is defined as spouse and children, mother and father, brothers and sisters, and grandparents and grandchildren of employees or the employee's spouse, including in-laws and step-family members, or any person permanently living in the employee's household. Employees shall be allowed funeral and bereavement leave for decedents who are not immediate family members; provided that such leave will be charged against the employee's accrued sick leave, vacation, or comp time.

**Section 2. Leaves of Absence.** Leaves of absence without pay for up to one (1) year may be granted according to the Personnel Policies. No vacation, sick leave, or any other fringe benefits shall accrue while an employee is on leave of absence and the employee's anniversary date will be adjusted by the length of the leave granted. Any employee on an approved leave of absence may continue their medical/dental insurance coverage by paying the full cost to the Employer in advance for each month or portion thereof for which they are absent. Except where otherwise agreed in advance between the employee and the Employer, the returning employee shall be placed back into the same position held prior to the leave of absence unless such position has been affected by a layoff or reorganization, in which case the employee may be returned to an equivalent position or placed on layoff.

**Section 3. Military Service.** Any officer or employee of the Employer who is a member of the State National Guard or Federal Reserve Military unit shall be entitled to be absent from their duties of service with the Employer with full pay up to fifteen (15) working days during each calendar year while engaging in the performance of an officially ordered military duty and while going to or returning from such duty in accordance with the laws of the State of Washington (RCW 38.40.060). Such leave shall be in addition to any other leave and vacation benefits. Employees who are called or volunteer for service with the Armed Forces of the United States shall be entitled to be considered for reinstatement in accordance with the provisions of the state law (RCW 73.16). Upon application for reinstatement, the individual must present a certificate showing separation from the service with other than dishonorable circumstances.

Any employee returning from service with the Armed Forces shall be entitled to such length of service in seniority as would have been credited should he have remained for that period of time in the service of the Employer.

An employee who was in a probationary period at the time of leaving for military service shall, upon his return, complete the remaining portion of his probationary period according to the then applicable rules and regulations.

**Section 4. Jury Duty.** It is a civic obligation of each employee to serve on a jury if called. While on jury duty, an employee will receive full pay from the Employer, but the Employer shall deduct therefrom an amount equal to jury fees actually received by the employee, minus meal and mileage allowances.

## **ARTICLE 20 - GENERAL PROVISIONS**

### **Section 1. Mileage Allowance.**

- a) Employees are encouraged to use City vehicles whenever they are available.
- b) If a City owned vehicle is not available the employee shall be reimbursed at the applicable IRS rate at the time of travel.
- c) If a City owned vehicle is available but the employee chooses not to use one, they shall be reimbursed at one-half (1/2) of the applicable IRS mileage rate.

**Section 2. Use of Privately-Owned Vehicle.** An employee will not be required to use their privately-owned vehicle (except for employees who are required to live in City-owned residences as part of their job duties) for official purposes unless such use is established as a condition of employment for new employees. When a privately-owned vehicle is authorized by an appropriate supervisor to be used for official duties, proper mileage allowance at the appropriate rate will be paid upon submission of a request by the employee. The employee's personal insurance shall

be the primary insurer for all claims related to the employee's use of the privately-owned vehicle. The Employer's liability insurance will provide secondary coverage for third-party liability claims relating to the employee's use of private vehicles on official work but will not cover the private vehicle used by the employee.

**Section 3. Use of GPS and Video Surveillance.** Placards shall be conspicuously placed in all areas covered by video surveillance and in all vehicles with GPS to notify employees that the area or vehicle may be subject to surveillance.

Use of data generated by video surveillance and GPS devices will be used primarily for after-the-fact investigations of security and safety incidents and crimes committed against municipal property. The data may also be used to assist in providing real-time security through monitoring entrances to facilities, storage areas, restricted areas (police station, fire station, jail), and cash drawers. The Employer will not use video surveillance or GPS as a method of tracking the work habits or productivity of individual employees.

GPS data and video surveillance observations will be considered confidential information and will be limited to only those whom are designated to view it with prior authorization (subject to any applicable public disclosure requirements) and must be viewed for official use only. The Employer shall adopt a policy governing use of surveillance cameras and GPS devices and shall maintain a list of those authorized to view the data.

## **ARTICLE 21 - PROMOTIONS AND SENIORITY**

**Section 1. Job Postings.** When there is a job opening, the City shall post the position on the City intranet and website as "internal only" for seven (7) calendar days, prior to opening it to the public. HR will send an email to all City email users, and to the Staff Representative, which includes notification of the job opening and a link to the posting.

**Section 2. Promotions.** A promotion is an appointment to a classification with a higher rate of pay. A reclassification of an employee's current position which results in an increase in pay shall not be considered a promotion to a vacant position. Promotions shall be based on the qualifications and ability of an employee to perform the required work as determined in good faith by the Employer. The qualifications relied on to make promotional decisions must relate to the skills and ability needed to perform the work. Within an equally qualified group of applicants (as determined by the Employer), the most senior candidate shall be promoted. Seniority shall, for the purposes of this Article, be defined as an employee's length of continuous service as a regular employee since their last date of hire, less any adjustments due to layoff, military service, approved leaves of absence without pay (unless otherwise agreed by the Employer), or other breaks in service. All qualified bargaining unit employees whom apply for the promotion shall have the opportunity to interview for the position, unless the number of applicants would create an undue hardship or delay; at which point the top five qualified candidates (as determined by the Employer) will be interviewed in accordance with seniority.

If the most senior employee is not promoted, that employee has the right to meet with the Employer to discuss the matter. At this meeting, the parties shall discuss steps the employee may take to increase his potential for promotion. If after meeting with the Employer the employee feels he/she/they has been unjustly dealt with in the matter of promotion, the employee may present the case as provided in Article 6. The City agrees to hold the grievance timeline in abeyance until after the employee's discussion with management, the grievance timeline will commence the day after the meeting.

The parties acknowledge that the Employer's Public Works Department has adopted a standard operating procedure (SOP), entitled "AFSCME Promotion/Interview Process" which is incorporated into this Agreement by this reference (solely in regard to the City's Public Works Department).

**Section 3. Transfers.** A transfer is an appointment to a classification at the same or lower range of pay. Employees requesting a transfer to a vacant position shall be considered on the same basis as other applicants for the vacant position. Employees who are transferred shall move to the step of the pay range of the new classification that is commensurate with the employee's existing range and step, but in no event more than the highest step of the new classification.

**Section 4. Reclassifications.** Reclassifications of employees are routinely performed as part of the city's Classification Plan Maintenance under Personnel Policy 6.50. The Union Staff Representative and Chapter Chairperson shall be notified in writing when the Employer proposes a new class specification or modifications to an existing class specification in the bargaining unit. The Union or an employee may also propose modifications or revisions of job descriptions by submitting a proposal to the Department Head or Human Resources Director. If the employee is dissatisfied with the decision on their proposal or with an Employer proposal, the Union may represent the employee in an appeal to the Personnel Committee pursuant to Personnel Policy 6.50E in lieu of immediately demanding collective bargaining over the effects of changes made after the date of this Agreement to the employee's working conditions. The Personnel Committee shall hear the appeal and forward a recommendation to the City Council with sixty (60) days from the date a written notice of appeal is filed with the Human Resources Director. The Union, after final action by the City Council or after ninety (90) days from submission of the appeal, may demand effects bargaining over the effects of the decision on wages, hours, and working conditions relating to the position. The Union's decision to request a reclassification or appeal to the Personnel Committee or City Council shall not be considered a waiver of its right to demand effects bargaining over management actions taken during the term of this Agreement which affect wages, hours, and working conditions.

## **ARTICLE 22 - LAYOFF AND RECALL**

If a layoff becomes necessary because of lack of work, lack of funds, or other legitimate reasons, the following procedures shall be followed:

1. Management shall first attempt to achieve the required reduction of the work force through normal attrition. If this is not possible, then;
2. Management has the responsibility of determining which classification groups shall be affected by a layoff. The Employer will meet with the Union to discuss the layoff before layoff notices are sent to assure an orderly layoff process.
3. Except as otherwise provided in this Article, the work force reduction shall be accomplished by laying off the least senior person(s) in the affected classification group. Seniority for the purpose of this Section shall mean years of continuous service with the Employer. (CETA or like-funded personnel will not do the kind of work formerly performed by the person on layoff. Provided, that if there are CETA or like-funded employees performing any similar duties of a person being laid off, the CETA or like-funded position will be abolished prior to any permanent employees being laid off.)
4. The Employer shall provide those employees subject to layoff with fourteen (14) calendar days' written notice of the layoff. Those employees who are subject to "bumping" rights under Paragraph 5 of this Article may be notified at the time of the original layoff notice, in which case their fourteen (14) days shall begin at such time. The Employer and the Union shall work together to assure an orderly process in the event of layoff.
5. An employee subject to layoff has the right to bump into any available position equal to or lower than the position laid off from in the same bumping group, or any other available position previously held as a regular (non- probationary) employee or any lower available position in the same bumping group as the position previously held, provided the employee is qualified for the position. The position is "available" for the purpose of this Subsection if the incumbent has less seniority than the person to be laid off. In the event an employee elects to bump into an incumbent position, the least senior employee in such position or position group shall be laid off with bumping rights. An employee shall exercise his rights under this Section no later than five (5) working days after receiving the notice of layoff.
6. If work that was formerly assigned to an employee who is laid off (and who remains on the layoff list) is to be reassigned to another employee, it will be reassigned to another available member of the bargaining unit, provided the necessary skills, manpower, and experience are available within the bargaining unit.
7. Any regular full-time employee who is laid off shall be placed on a recall list for the classification group he was in when laid off, any available position lower than the position laid off from in the same bumping group, and any other position in the bargaining unit the employee has successfully held as a non-probationary

employee. No such position(s) shall be filled by any other person until such jobs have been offered to qualified persons on the recall list. The employee's name shall remain on the recall list for a period of twenty-four (24) months from the date of layoff. Persons shall be recalled in inverse order of layoff.

8. It shall be the responsibility of each person on a recall list to keep the Employer informed of their current address and telephone number. The layoff letter shall advise the employee of recall rights and of the name and address of the person to whom the employee must send notice of current or changes to current address. The Employer shall have the right to remove any name from a recall list if no response is received from a person on such list within fourteen (14) calendar days after the Employer has mailed a certified letter (return receipt requested) to the person's last known address.
9. If an employee on a recall list accepts an opportunity to return to work in a lower classification than the one laid off from, the employee may remain on the recall list for the previous higher classification and shall be given an opportunity to accept such position should it become available during the life of the recall list.
10. In order to improve employees' skills and services to the general public, to provide backup, to encourage employee advancement and in an effort to minimize the impact of any potential layoff on the employees and the Employer, it shall be the policy of both parties to encourage and promote cross-training among job positions. This Subsection is a general policy statement and shall not be subject to the grievance procedure.
11. A reduction in hours of work per week below the minimum set for purposes of Union representation in Article 1 of this Agreement shall be considered a layoff.
12. Classification groups for the purpose of this Article are as follows:
  - A. Accountant I
  - B. Accounting Technician I & II
  - C. Animal Control Officer
  - D. Animal Shelter Custodian
  - E. Asst. City Electrician
  - F. Building Inspector, I, II
  - G. Carpenter
  - H. City Electrician
  - I. Civil Engineer I, II
  - J. Community Development Technician I, II, and III
  - K. Court Clerk
  - L. Electrical Technician
  - M. EMS Account Specialist
  - N. Engineering Technician III, IV, V
  - O. Entry Level Engineer
  - P. Equipment Rental Mechanic
  - Q. Evidence Specialist
  - R. Investigations Specialist
  - S. Lab Supervisor - Sewer
  - T. Maintenance Workers I through Maintenance Workers IV-Lead (except for sewer lift station crew) regardless of department; however, the Employer reserves the right to transfer such employees to similar positions among departments
  - U. Office Assistant II
  - V. Parking Enforcement Officer
  - W. Parks Maintenance Supervisor
  - X. Parks Maintenance Worker I, II, and III
  - Y. Police Services Officer
  - Z. Police Services Specialist
  - AA. Public Works Administrative Coordinator
  - BB. Recreation and Special Events Coordinator
  - CC. Sign Technician I, II, and III

DD. Stormwater Maintenance Supervisor  
EE. Street Maintenance Supervisor  
FF. Wastewater Systems Chief Operator  
GG. Water Customer Services Representative  
HH. Water Customer Services Supervisor  
II. Water Equipment Technician I, II, III  
JJ. Water Maintenance Supervisor  
KK. Water Systems Chief Operator  
LL. Water Treatment Plant Operator II  
MM. WWS Maintenance Supervisor  
NN. WWTP Equipment Technician I, II, and III  
OO. WWTP Lab Supervisor  
PP. WWTP Maintenance Supervisor  
QQ. WWTP Operator in Training  
RR. WWTP Operator I, II, and III

13. Bumping groups for the purpose of this Article are as follows:

UNIT A: Street, Water, Sewer, Storm Water, and Parks Departments  
UNIT B: Police Department and Animal Control  
UNIT C: Clerical Staff  
UNIT D: Engineering Personnel  
UNIT E: Fire Department

## **ARTICLE 23 - PROBATION**

**Section 1. Newly Hired Employees.** All newly hired employees shall serve a probationary period of six (6) months as part of the selection process, designed to provide the Employer the opportunity to determine whether the employee is adjusting to employment. For Civil Service positions the probation shall be according to Civil Service rules.

**Section 2. Discharge Without Just Cause - Exceptions.** A probationary employee may be discharged at any time without just cause as provided in Article 14; provided, that no probationary employee shall be terminated without cause unless the Employer has provided the employee with regular written performance evaluations which have identified the employee's deficiencies and have afforded the employee the opportunity to correct those deficiencies. These evaluations are not subject to Article 6 - Grievance Procedure, but the employee, along with a Union representative, may request a review of the evaluation with the Department Head or Mayor.

**Section 3. Limitation on Grievances.** If an employee is discharged during the probationary period, resulting grievances will be limited to issues of procedures, facts, or law. An arbitrator is restricted from deciding whether or not sufficient cause existed for the discharge.

## **ARTICLE 24 - FLEXIBLE WORK SCHEDULES**

**Section 1. Mutual Agreement - Contract Superseded - When.** Recognizing that a change in working hours may benefit both the employee and the Employer or that such a change may benefit one without detriment to the other, the parties agree that days of work, work shifts, or hours of work may be modified according to the provisions of this Article which shall supersede the provisions of any other Article or Addendum to the contrary.

- A. By the mutual agreement of the Department Head and a two-thirds (2/3) majority of employees whose days of work, work shifts and/or hours of work are modified by this Paragraph, a work shift of four (4) ten (10) hour days may be established for any work unit, bargaining unit or portion thereof.
- B. By mutual agreement of the Department Head and any employee, a flexible work schedule not to exceed forty (40) hours per work week may be established. A flexible work schedule agreed to under this Paragraph may disregard any conflicting provision in these contracts as to days of work, work shifts, and/or hours of work.



For the purposes of this Contract a work week is seven (7) consecutive twenty-four (24) hour periods beginning on Sunday and ending on the following Saturday.

**Section 2. Termination of Schedule.** Any schedule established under Paragraphs A or B of Section 1 of this Article may be terminated upon the mutual consent of the Department Head and a majority of the employees involved or with two (2) work weeks' notice (commencing on the Sunday next following delivery of notice) by the unilateral request of the Department Head or a two-thirds majority of the employees involved; provided that notice by the appropriate steward may be substituted for a direct request by the employees.

**Section 3. Effect of Termination.** Upon termination or revocation of any special provision under Paragraphs A or B of Section 1 of this Article, the other provisions of these contracts relating to days of work, work schedules, and/or hours of work shall apply.

**Section 4. Workweek and Overtime - Unaffected.** Nothing in these contracts shall be deemed to require an employee to work more than forty (40) hours in any workweek without overtime compensation as provided herein, nor shall any provision be deemed to guarantee forty (40) hours of work for any work week to any employee.

**Section 5. "4/10 Shift"- Overtime.** An employee working a four/ten (4/10) shift shall be paid at the overtime rate for hours worked in excess of ten (10) hours a day and/ or 40 hours in a week.

## **ARTICLE 25 - HOURS OF LABOR AND WORKING CONDITIONS**

**Section 1. Travel to Work Site.** Employees working at a site other than the City Hall or other permanent work station shall travel to and from the work site on the Employer's time, and when reasonable, in transportation furnished by the Employer.

**Section 2. Meal Intermissions - Designated Work Stations.** Any employee working within the City limits may go to designated work stations (areas where assignments are made where sanitary facilities are available) for one-half hour meal intermissions. The meal intermission shall be granted near the middle of each eight-hour shift whenever this is feasible. Under emergency conditions as determined by the Employer, employees shall be granted meal intermissions after each four (4) hour interval worked beyond a regular shift. If the employee is required by the emergency conditions to remain at a work site in the field, the employer shall furnish a meal and the employee will be compensated for the meal intermission.

**Section 3. Employees Injured on the Job - Balance of Shift Paid.** Any employee injured on the job before the completion of the regular shift shall be paid for the balance of the shift as if the employee had worked.

**Section 4. Rest Breaks.** A rest break of fifteen (15) minutes shall be allowed for every four (4) hours. The rest period shall be granted near the middle of each four-hour shift whenever this is feasible.

## **ARTICLE 26 - SAVINGS CLAUSE**

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

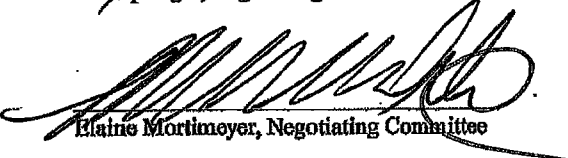
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WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES  
AND AFSCME LOCAL 275

  
Edward Allan, Staff Representative

  
Lisa Nicklas, Negotiating Committee

  
Jeff Springer, Negotiating Committee

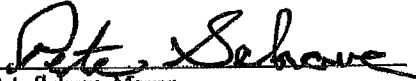
  
Elaine Mortimeyer, Negotiating Committee

  
Bryan Montours, Negotiating Committee

  
Jeremy Wintrip, Negotiating Committee

  
Brett Bradley, Negotiating Committee

CITY OF ABERDEEN

  
Pete Schave, Mayor

Attest:

  
Dani Smith, Human Resources Director

ABERDEEN MUNICIPAL COURT

  
Hon. Susan Solan, Municipal Court Judge

## CONTRACT ADDENDUM #1

**THIS AGREEMENT** is an Addendum to the Master Agreement attached hereto between the City of Aberdeen (Employer) and Local No. 275, American Federation of State, county and Municipal Employees, AFL-CIO (Union), and specifically relates to relations between the Employer and the Union bargaining unit (hereinafter referred to as Union Unit A) representing the employees set forth below.

### PROVISION 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those eligible employees in the classifications set forth below, it is agreed that nothing herein or in the Master Agreement shall prevent either party from petitioning for a clarification of the bargaining unit.

**UNIT A:** Street Department, Water & Sewer Department, Parks Department, and Storm Water

#### INCLUDED POSITIONS

Maintenance Worker I, II, III, and IV - Sewer, Street, and Water; Sign Technician I, II, and III; Street Maintenance Supervisor; WWTP Maintenance Supervisor; WWS Supervisor; Water Customer Service Representative; Water Customer Service Supervisor; Water Equipment Technician I, II, and III; Lead Water Treatment Plant Operator II; Water Systems Chief Operator; Water Maintenance Supervisor; Stormwater Maintenance Supervisor; Equipment Rental Mechanic; Water Equipment Technician I, II, and III; WWTP Equipment Technician I, II, and III; Park Maintenance Supervisor; Parks Maintenance Worker I, II, and III; Recreations and Special Events Coordinator; Assistant City Electrician; Electrical Technician; City Electrician; WWTP Operator in Training; WWTP Operator I and II; WWTP Lab Supervisor; Wastewater Systems Chief Operator.

#### EXCLUDED POSITIONS

Assistant Director Parks & Recreation; Operations and Maintenance Manager;

### PROVISION 2 - HOURS OF LABOR AND WORKING CONDITIONS

**Section 1.** Except as provided below or elsewhere in this Agreement, regularly assigned work shifts shall consist of five (5) consecutive eight (8) hour shifts, plus a half hour meal break, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m.; provided that these hours may be changed by mutual consent of the Union Bargaining Unit and the Employer. The work week and regularly assigned work shifts for the water works operators, sewage treatment operators and any other employees in positions which are generally staffed twenty-four (24) hours a day, on weekends or on holidays shall be as mutually agreed between the employees affected, the Union steward, and the manager. The regularly assigned work shifts for the sweeper, flusher, and vactor operators shall be as agreed between the operators and their managers. If mutual agreement is not reached, the matter shall be immediately referred to the Standing Committees established under Article 8, and after consultation, Management will then make work assignments which best accommodate the needs of the City, the individual employees and the Union.

**Section 2.** Employees of the Sewage Treatment Plant shall be allowed a reasonable time for necessary clean-up during working hours at the end of their shift.

**Section 3.** The Employer will make available to all Unit A employees, appropriate hepatitis, DPT, and tetanus inoculations to be administered by the County Health Department or other designee. These inoculations will be available to each employee at their discretion. Employees who exercise this option will be required to follow administration instructions and sign any applicable waivers or releases that the Health Department or designee may require. The cost of the inoculations shall be borne by the Employer.

## **PROVISION 3 - HOURS OF LABOR AND WORKING CONDITIONS FOR WASTEWATER TREATMENT PLANT (WWTP)**

### **Section 1. Schedules:**

Schedule 1: Regular/Routine Staffing Level

Schedule 2: Weekend and/or Holiday Staffing Level

A minimum of thirty-two (32) man hours from WWTP, to include the Lab employee, shall be scheduled for Schedule 1. In the event approved vacation use and/or sick leave create staffing below the defined minimum for Schedule 1, employees may be called in to achieve minimum staffing levels. Employees scheduled for Schedule 1 may work as part of a split shift, provided minimum staffing levels identified in this section are maintained.

A minimum of eight (8) man hours from WWTP, to include the Lab employee, shall be scheduled for Schedule 2. In the event approved vacation use and/or sick leave create staffing below the defined minimum for Schedule 2, employees may be called in to achieve minimum staffing levels.

As specified in Provision 3, Section 1. Schedule 2 may not be utilized, and staffing will be accommodated by splitting Schedule 1, provided minimum staffing levels identified in this section are maintained.

WWTP employees are also eligible for the terms of Article 23 Flexible Work Schedules.

**Section 2.** Employees in WWTP may exchange work shifts with the approval of Director or designee. The change must not interfere with the normal operation of the WWTP and must not create overtime.

**Section 3.** Fourteen (14) calendar day notice will be given to an employee prior to implementing an involuntary change in the employee's regular schedule, except in cases of emergency as identified in Article 8 Section 2 of the Master Agreement.

## **PROVISION 4 – WWTP OPERATOR ADVANCEMENT**

Employees who complete their Operator in Training program will be automatically promoted to a Wastewater Treatment Plant Operator I. Employees certified as Wastewater Operator I shall advance via in-line promotion to the Wastewater Operator II classification upon achieving the Group II Wastewater certification, the promotion will occur within three (3) months or the start of the next calendar year, whichever is sooner, upon achieving certification.

## **PROVISION 5 – AFTER HOURS WATCH FOR UNIT A**

### **Section 1. After-hours watch.**

1. To meet the after-hours and emergency needs of the Public Works Department, as determined by the Director, one employee from each group shall be on call, on a rotating basis, at all times of non-scheduled work.
  - a. During calendar year 2020, and in order to accommodate anticipated cross-training requirements, there shall be five watches consisting of the following groups:
    - i. Street/Storm
    - ii. Water
    - iii. Sewer
    - iv. WWTP Operators
    - v. WTP Operators
  - b. Beginning in calendar year 2021 and moving forward, there shall be four watches consisting of the following groups:
    - i. Street/Storm
    - ii. Water/Sewer
    - iii. WWTP Operators
    - iv. WTP Operators

- c. Employees agree to do public work of such nature that comes under their department capacity in classification in the City of Aberdeen or any public works owned, operated, and maintained by the City outside the corporate limits of the City of Aberdeen.
- 2. The determination of the qualifications of an employee to be on watch is a management decision. The WWTP & WTP watch operators shall be certified at the statutory watch minimum.
- 3. Initial watch rotation shall be developed by the group at the end of each year for the following year, with final approval by management.
- 4. Employees utilizing an in-lieu holiday, vacation (if not able to respond as required), or sick leave (if not able to respond as required) are not eligible for watch.
- 5. The watch employee shall be able to physically respond to the shop, or ensure that another employee responds to the shop, within 45 minutes from the time the initial call is received.
- 6. Employees on watch shall carry and keep charged a City furnished cell phone and/or tablet.
- 7. Participation in watch will be voluntary. Employees who volunteer to serve on watch will be placed on a list and assigned watch schedules in their group on a rotating basis. Employees may voluntarily agree to trade or reassign their watch to another qualified employee.
- 8. Qualified employees in one group may volunteer for a watch in another group. The determination of the qualifications of an employee to be on another groups watch shall be determined by management.
- 9. Employees shall be paid \$4.00 an hour for watch time. Alternatively, the employee may choose to receive sixteen (16) hours of vacation time for the duration of their watch assignment.
- 10. In addition to payment for watch time and responses, for each holiday watch performed eight (8) hours of vacation shall be added to the employee's vacation balance.
- 11. Holidays are listed in Article 9, the holiday pay is for midnight to midnight.
- 12. In addition to payment for watch time, responses that require the employee to physically respond ("call- out") shall be paid in accordance with Article 15, Section 5 of the master agreement.
- 13. No additional pay is provided if the employee on watch chooses to ensure another employee responds (i.e., no additional pay for replacing themselves on a call-out).

**Section 2.** Water Treatment Plant Operators and Wastewater Treatment Plant Operators SCADA Calls and Monitoring for the Water Treatment Plant and Wastewater Treatment Plant: WTP and WWTP Operators on watch who resolve issues remotely through the use of a phone, tablet or computer shall be compensated at the following rate in addition to watch pay:

- 1. De minimis SCADA calls/ monitoring, that take less than five (5) minutes to address, there shall be no compensation, except between the hours of 12:00 AM and 5:00 AM.
- 2. SCADA calls/ monitoring that take five (5) minutes or more shall be paid at the overtime rate in thirty (30) minute increments.
- 3. SCADA calls/monitoring between the hours of 12:00 AM and 5:00 AM shall be paid at the overtime rate in thirty (30) minute increments.
- 4. In a one-hour period the WTP Operator can only be compensated for up to two (2) calls.

## **PROVISION 6 - PROTECTIVE CLOTHING**

**Section 1.** For employees in unit A, personal protective equipment ("PPE") shall be provided by the Employer to meet the relevant standards established by Washington Industrial Safety and Health Act. Including but not limited to:

|                                 |                         |
|---------------------------------|-------------------------|
| Eye and Face Protection         | Head Protection         |
| Foot and Leg Protection         | Hand and Arm Protection |
| Body Protection                 | Hearing Protection      |
| Bloodborne Pathogens Protection | Respiratory Protection  |
| Chemical Hygiene Protection     |                         |

In addition to the above PPE, the City may provide Hi-Vis safety vest, rain gear and rubber boots for employees' use as required according to job duties as determined by management. Such PPE includes coveralls for the use of the Equipment Rental Mechanic.

All personal protective equipment and described clothing shall remain the property of the Employer and shall be worn for municipal purposes only. All property shall be returned to the Employer for replacement, or upon termination of employment.

**Section 2.** All employees in Unit A who are required to wear safety footwear and jeans appropriate for their job, as specified by the Washington Industrial Safety and Health Act, and approved by management, shall be provided a three hundred dollars (\$300) allowance per year, to be paid in February. This allowance may be applied toward the purchase of boots, prescription safety glasses, and jeans. Newly hired employees are eligible for the allowance regardless of their start date.

**Section 3.** For employees in unit A, laundry equipment shall be provided, including: washing machine, dryer, and boot dryer.

## **PROVISION 7- PROFESSIONAL LICENSES AND CERTIFICATIONS**

**Section 1.** The number of employees eligible for a stipend under this section will be limited by management according to business needs.

**Section 2.** When management determines the license is being utilized, employees of Unit A carrying a Herbicide/Pesticide Commercial Applicators certification shall be paid a monthly stipend equal to two percent (2%) of their base salary.

**Section 3.** When management determines the business need, the Public Works Director may designate up to three (3) employees of Unit A carrying a Boom Truck Operator certification who shall be paid a monthly stipend equal to three percent (3%) of their base salary.

**Section 4.** Subject to the prior approval of the Public Works Director, employees holding a training certificate which he/she utilizes to regularly provide training (which is requested by the City) to other employees, may receive a monthly stipend equal to three percent (3%) of their base salary.

## **CONTRACT ADDENDUM #2**

**THIS AGREEMENT** is an Addendum to the Master Agreement attached hereto between the City of Aberdeen (Employer) and Local No. 275, American Federation of State, County, and Municipal Employees, AFL-CIO (Union), and specifically relates to relations between the Employer and the Union bargaining unit representing non-uniformed employees of the Police Department, hereinafter referred to as Union Unit B.

### **PROVISION 1 - RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those eligible employees in the classifications set forth below. It is agreed that nothing herein or in the Master Agreement shall prevent either party from petitioning for a clarification of the bargaining unit.

#### **UNIT B: Police Department and Animal Control**

##### **INCLUDED POSITIONS**

Police Investigations Specialist, Police Services Specialist; Evidence Specialist; Police Services Officer; Animal Control Officers; Animal Shelter Custodian; Parking Enforcement Officer.

##### **EXCLUDED POSITIONS**

Police Administrative Secretary; Police Officers.

### **PROVISION 2 - HOURS OF LABOR AND WORKING CONDITIONS**

**Section 1.** The normal hours of work shall be forty (40) hours of work for all full-time employees, to consist of five (5) eight (8) hour days or shifts. The normal hours of work for Corrections Officers shall be forty-eight (48) hours of work for all full-time employees to consist of four (4) twelve (12) hours days or shifts followed by four days or shifts off. The Department Head shall establish appropriate shifts, specifying ending times, lunch periods, and scheduled days of rest. The work schedule may be changed by mutual agreement between the Department Head and the employees involved.

**Section 2.** Adjustments in the regular working hours or shifts of the employees for the convenience of the Employer and employees shall not be construed to be in conflict with this Agreement.

**Section 3.** Overtime is defined as any hours in excess of an eight (8) hour shift (not to exceed nine (9) hours in any one day) or forty hours in a work week. Overtime for Corrections Officers is defined as any hours in excess of a twelve (12) hour shift or forty-eight (48) within eight days.

**Section 4.** The Employer shall make reasonable efforts to post changes to the shift schedule ten (10) days in advance of shift change.

**Section 5.** Court Time. Court time will be paid at the time and one-half rate when any employee is called to testify in court during off-duty hours as to a matter arising during the course of employment. Employees shall receive a minimum of two (2) hours call-out at the time and one-half (1-1/2) rate for court time.

**Section 6.** Compensatory Time. Corrections Officers will accrue compensatory time off at a rate of six and a quarter hour (6.25) every three weeks to compensate for the additional hours worked via twelve-hour shifts.

**Section 7.** Per the Fair Labor Standards Act (FLSA) Section 7(p)(3) Corrections Officers may agree, solely at their option and with approval of the Department Head to substitute for one another during scheduled work hours. The hours worked shall be excluded in the calculation of overtime.

**Section 8.** Pursuant to Aberdeen City Code No. 2.92.010, the Employer "agrees to defend, indemnify and hold harmless its employees, officers, elected officials, and members of its boards and commissions from any civil

liability for acts or omissions arising from the performance in good faith and without malice of the individual's duties as an employee, officer, elected official or board or commission member in the city of Aberdeen."

**Section 9.** A Police Services Officer who is assigned to perform the duties of a Field Training Officer (FTO) shall be paid a premium of five percent (5%) of their monthly base pay when the employee is actively performing FTO duties.

**Section 10.** The Employer agrees to provide a laundry machine for the employees to utilize for work clothing which becomes soiled in the line of duty.

### **PROVISION 3 - PARKING PASSES**

Police Services Specialists working the swing and graveyard shifts shall be furnished four (4) parking passes entitling them to park in available spaces in the lot next to the police station between the hours of 3:00 p.m. and 8:00 a.m.

### **PROVISION 4 - UNIFORMS AND EQUIPMENT FOR POLICE SERVICES OFFICERS**

**Section 1.** Standard uniforms and equipment. The Employer shall furnish and maintain the following items as prescribed by the Chief of Police as the standard uniform and equipment for all correction officers:

|   |                          |
|---|--------------------------|
| Shirts.....   | 4 (long or short sleeve) |
| Trousers.....   | 3 pair                   |
| Uniform Jacket.....   | 1                        |
| Uniform Shoes/Boots (employee's choice).....  | 1 pair                   |
| Combo vest.....   | 1                        |
| Chain Handcuffs .....   | 1                        |
| Handcuff key.....   | 1                        |
| Flashlight.....   | 1                        |
| Portable Radios.....  | 1                        |
| Portable Radio Holder.....  | 1                        |
| Taser.....  | 1                        |
| Utility Belt.....   | 1                        |
| Uniform Pant Belt.....  | 1                        |
| Keepers.....  | 4                        |
| Flashlight Holder.....  | 1                        |
| Key Holder .....  | 1                        |
| Cuff Holder.....  | 1                        |
| OC Holder.....  | 1                        |
| PPE Pack.....   | 1                        |
| Taser Holder (Drop Leg or Belt).....  | 1                        |
| Jump Suit (1) - May be provided after successful completion of the probation period, with approval of the Chief, starting 2021. |                          |
| Tactical Vest/ Exterior Carrier - May be provided upon request with approval of the Chief.                                      |                          |

All required patches, cloth badges, name emblems, service bars or similar items will be provided and affixed to uniform items by the Employer.

All items will be considered the property of the Employer and must be returned to the Department upon termination.

**Section 2. Replacements.** The employee shall be held accountable for all uniforms and equipment issued to the employee by the Employer. The employee shall replace standard issue items which are lost or damaged as a direct result of the employee's intentional act or negligence. The Employer shall replace standard issue items when the items become worn or damaged through normal wear and tear or as a result of an occurrence not due to the employee's intentional act or negligence. Protective vests shall be replaced when existing vests become worn or damaged and in accordance with the manufacturer's recommended replacement schedule.



**Section 3. Uniform change.** If the Department switches the uniform to a different color, all affected personnel shall be supplied the uniform items which were changed.

### **CONTRACT ADDENDUM #3**

**THIS AGREEMENT** is an Addendum to the Master Agreement attached hereto between the City of Aberdeen (Employer) and Local No. 275, American Federation of State, County and Municipal Employees, AFL-CIO (Union), and specifically relates to relations between the Employer and the Union bargaining unit (hereinafter referred to as Union Unit C) representing the employees set forth below.

#### **PROVISION 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for: Clerical staff as provided in Certification Representation Case No. 0-2014, and the employees in the classifications as provided in Certification of Representation Case No. CEW094, as amended and set forth below. It is agreed that nothing herein or in the Master Agreement shall prevent either party from petitioning for a clarification of the bargaining unit.

##### **UNIT C: Clerical Staff**

#### **INCLUDED POSITIONS**

Accounting Technician I and II; Accountant I; Public Works Coordinator; Office Assistant II

#### **EXCLUDED POSITIONS**

Human Resources Technical; Assistant Finance Director; Accountant II; Public Works Accountant; Legal Administrative Assistant; Fire Administrative Coordinator; Police Administrative Coordinator; Executive Secretary (to Mayor and Public Works Director.)

##### **UNIT D: Engineer Personnel**

#### **INCLUDED POSITIONS**

Building Inspector, I and II; Engineering Technician III, IV, and V; Civil Engineer I and II; Community Development Technician I, II, and III.

#### **EXCLUDED POSITIONS**

Assistant Community Development Director, Building Inspector III; Civil Engineer III, City Engineer.

#### **PROVISION 2 - HOURS OF LABOR AND WORKING CONDITIONS**

**Section 1.** Regularly assigned work shifts shall consist of five (5) consecutive eight (8) hour work days (exclusive of meal intermissions). The Department Head shall establish appropriate work shifts, specifying starting and ending times, lunch periods and scheduled days of rest. Work shifts shall commence on Monday and end on Friday, except for parking enforcement personnel. In emergency situations involving clerical or secretarial staff, the days of work may be rescheduled by the Department Head.

**Section 2.** Adjustments in the regular working hours of the employees for the convenience of the Employer and the employee shall not be construed to be in conflict with this Agreement.

**Section 3.** The meal intermission shall be one (1) hour. Exceptions are for survey crews and inspectors where the meal intermission shall be one-half (1/2) hour.

#### **PROVISION 3 - PROTECTIVE CLOTHING**

Engineering field crew shall be furnished the following protective clothing by the Employer: one (1) pair rubber boots, three (3) work trousers, three (3) shirts, one (1) coat with lining, one (1) hard hat, one (1) pair rain pants and coat, and one (1) pair of gloves. The clothing remains the property of the Employer. Clothing shall be returned to

the City for replacement or upon termination of employment. Each employee of the Office Crew (Engineering) shall be furnished one (1) complete set of clothing described above to remain at the place of employment for field use only. Effective January 1, 2017, employees who were provided with work trousers and shirts shall instead receive an annual clothing allowance of \$300.

#### **PROVISION 4 - FLEXIBLE TIME LUNCH FOR CITY HALL EMPLOYEES**

A flexible work schedule for City Hall employees developed pursuant to Article 23 of the Master Agreement wherein the employees have the option to take only a one-half (1/2) hour lunch break and begin or leave work one-half (1/2) hour later or earlier, as the case may be, as agreed between the employee and the employee's supervisor, and which has been in place unchanged for one (1) month or more if written, or three (3) months or more if unwritten, shall not be unilaterally revoked without three (3) months' notice, the provisions of Section 2 of Article 23 notwithstanding.

#### **PROVISION 5 - CIVIL SERVICE - ELECTION OF REMEDIES**

Grievances or disputes which may arise from the interpretation of the Master Agreement and Addendum #3 ("Agreement") shall be settled in accordance with the provisions of the Agreement. The parties agree that except where matters are covered by express provisions of the Agreement, the employees in Unit B are subject to the Rules of the City of Aberdeen Civil Service Commission. Disputes which may arise from disciplinary action resulting in the discharge, suspension, demotion, reduction in rank, or deprivation of other privileges of members of Unit C and D shall be settled in accordance with the rules and regulations established by the Civil Service Commission of the City of Aberdeen and the just cause provisions of this Agreement. Such rules and regulations shall not be changed without prior notice to the Union. Any alleged violation of contractual provision also covered by Civil Service Rules, or any disciplinary action covered by Civil Service Rules, may be adjudicated either through the Civil Service appeals process or through the grievance process, provided that a Civil Service Appeal shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his/her grievance and the Guild's right to require the Employer to arbitrate the grievance.

#### **PROVISION 6 - CORRECTIONS OFFICERS RECLASSIFICATION**

Effective January 1, 2017, the position of Corrections Officer shall be reclassified to Salary Range 18. All employees currently serving as Corrections Officers shall move to Step 1 of Range 18 on January 1, 2017.

## **CONTRACT ADDENDUM #4**

**THIS AGREEMENT** is an Addendum to the Master Agreement attached hereto between the City of Aberdeen (Employer) and Local No. 275, American Federation of State, County and Municipal Employees, AFL-CIO (Union), and specifically relates to relations between the Employer and the Union bargaining unit (hereinafter referred to as Union Unit E) representing the employees set forth below.

### **PROVISION 1 - RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those eligible employees in the classifications set forth below. It is agreed that nothing herein or in the Master Agreement shall prevent either party from petitioning for a clarification of the bargaining unit.

**UNIT E:** Fire Department

### **INCLUDED POSITIONS**

EMS Account Specialist

### **PROVISION 2 - HOURS OF LABOR AND WORKING CONDITIONS**

**Section 1.** The regularly assigned work shifts shall be forty (40) hours of work for all full-time employees to consist of five consecutive eight (8) hour work days in a work week exclusive of meal periods. The Department Head shall establish appropriate work shifts, specifying ending times, lunch periods, and scheduled days of rest. The work schedule may be changed by mutual agreement between the Department Head and the employees involved.

**Section 2.** Adjustments in the regular working hours of the employees for the convenience of the Employer and employees shall not be construed to be in conflict with this Agreement.

### **PROVISION 3 - FIRE DESK CLERKS**

EMS Account Specialist shall be paid at Range 15

## **CONTRACT ADDENDUM #5**

**THIS AGREEMENT** is an Addendum to the Master Agreement attached hereto between the City of Aberdeen (Employer), the Aberdeen Municipal Court (Court), and Local No. 275, American Federation of State, County, and Municipal Employees, AFL-CIO (Union), and specifically relates to relations between the Court and the Union bargaining unit representing employees of the Municipal Court, hereinafter referred to as Union Unit F. For the purposes of this addendum, the term "Court" is understood to include the Court Administrator and any other individual duly authorized to act on behalf of the Court in administering this Agreement.

It is agreed between the parties that this Addendum to the Master Agreement will take effect on January 1, 2023, and will terminate with the Master Agreement on December 31, 2025.

### **PROVISION 1 - RECOGNITION**

The Employer and Court hereby recognize the Union as the sole and exclusive bargaining representative for those eligible employees in the classifications set forth below. It is agreed that nothing herein or in the Master Agreement shall prevent either party from petitioning for a clarification of the bargaining unit.

UNIT F: Municipal Court

#### **INCLUDED POSITIONS**

Assistant Court Administrator; Court Clerks.

#### **EXCLUDED POSITIONS**

Court Administrator.

### **PROVISION 2 - DUAL EMPLOYMENT STATUS**

The Employer, Court, and Union recognize the dual employment status of court employees as established by RCW 13.04.040, and Chpt. 41.56 RCW. The Court is the employer for purposes of hiring, firing, and working conditions. The City is the employer for purposes of creating positions, determining wages, and other economic-related matters. The Articles in the Master Agreement shall apply to Unit F unless otherwise stated in this Addendum, provided, that the term "employer" shall be interpreted as being "court" when applicable.

### **PROVISION 3 - ECONOMIC RELATED MATTERS**

The following Articles in the Master Agreement dealing primarily with economic-related matters shall apply to Unit F as though fully set forth in this addendum:

|                                |   |
|--------------------------------|---|
| Article 1 - Purpose            | Article 13 - Death Benefit                |
| Article 2 - Union Security     | Article 15 - Family Medical & Dental Ins. |
| Article 4 - Mandatory Subjects | Article 16 - Overtime Pay                 |
| Article 5 - Union Stewards     | Article 18 - Wages                        |
| Article 10 - Holidays          | Article 20 - General Provisions           |
| Article 11 - Sick Leave        | Article 26 - Savings Clause               |

### **PROVISION 4 - WORKING CONDITIONS**

The following Articles in the Master Agreement, dealing primarily with working conditions, **do not** apply to Unit F:

Article 3 - Non-discrimination  
Article 7 - Uniforms or Prot. Clothing

The following Articles in the Master Agreement, dealing with working conditions, shall apply as revised below:

#### **Article 6 - Grievance Procedures.**

**Section 1. Steps in Grievance Resolution.** An employee who feels they have been aggrieved under the terms of the Agreement shall consult with the Steward. The following steps shall apply in resolving the matter:

**Step 1.** The grievance shall be submitted in writing to the Court Administrator within ten (10) working days after its alleged occurrence and shall be signed by the employee in grievances involving disciplinary actions, or by the employee or steward in other matters. The grievance shall include a statement of the facts, the manner in which this Agreement is believed to have been violated, the specific sections believed to have been violated, and the suggested resolution.

**Step 2.** The Judge shall attempt to resolve the grievance within ten (10) working days after it has been presented to the Court Administrator. Either party may request an informal meeting prior to the Judge's written response.

**Step 3.** Any grievance involving the interpretation or application of this Agreement which is not resolved by the Judge within fifteen (15) working days after it is submitted may be referred to arbitration; provided, however, that any demand for arbitration must be filed, in writing, within thirty (30) working days after the grievance has been presented to the Court Administrator.

**Section 2. Other provisions not affected.** Those provisions of Article 5 in the Master Agreement, other than Section 3, relating to definitions, the obligation to continue work, arbitration, "time of essence" and waiver of time limits, and arbitration settlements, shall apply to Court employees.

#### **Article 8 - Standing Committees.**

**Section 1. Employer Negotiations.** The Negotiation Committee created by Article 8 of the Master Agreement shall negotiate economic matters, as identified in Provision 3 above, for Court employees. No more than one Court employee shall serve on the Negotiation Committee at one time. Committee members shall not suffer a loss of pay for attendance during their regular working hours. Committee members are not entitled to pay for attendance at times other than during their regularly scheduled working hours.

**Section 2. Court Negotiations.** The Municipal Court Judge reserves the right to conduct any negotiations required by law to determine the working conditions of Court employees.

#### **Article 9 - Rights and Responsibilities of Management.**

**Section 1.** It is understood and agreed that the Court possesses the sole right and authority to determine the manner of its operations and to direct employees in all aspects, including, but not limited to, all rights and authority exercised by the Court prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a) To determine its mission, policies, and to set forth all standards of service offered to the public in accordance with the state constitution, statutes, ordinances, local court rules, and rules adopted by the state Supreme Court;
- b) To plan, direct, control and determine the operations or services to be conducted by employees;
- c) To determine the methods, means, and number of personnel needed to perform court business;
- d) To hire, assign, and promote employees;
- e) To suspend, discipline or discharge employees;
- f) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- g) To make, publish and enforce local court rules and personnel policies;
- h) To introduce new or improved methods, equipment or facilities;

- i) To contract out for goods and services, subject only to good faith bargaining over the effects of the contract on the bargaining unit;

No right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

#### **Article 12 - Vacations.**

**Section 1. Scheduling.** Vacations shall be scheduled by the Judge, or the Court Administrator acting on behalf of the Judge, and means shall be provided for employees to indicate their preferred vacation time. Vacations shall be taken in full work days unless the Judge or Court Administrator approves otherwise. If the Court requests the employee to work on a day of their vacation, which has been scheduled for more than thirty (30) days, the employee shall be paid for the day at the overtime rate and the vacation day shall be rescheduled.

**Section 2. Other provisions not affected.** Those provisions of Article 12 relating to accrual and use of vacation, other than Section 3 and any other provision affecting scheduling, shall apply to Court employees.

#### **Article 14 - Disciplinary procedures.**

**Section 1. Right to Impose - Violations Listed - Just Cause Required.** It is agreed that a violation of any of the following working rules shall be just cause for the Court to take disciplinary action in accordance with the procedures set forth in this Article:

- a) Reasonable cause to believe the individual has committed a criminal act involving misconduct relating to any public duty, a criminal act relating to dishonesty, or has committed any felony, whether the act was committed during work hours or not.
- b) Recklessness or conduct which endangers life, limb or property.
- c) Creating dissension, interfering with orderly working and operation of the Court's functions or this agreement.
- d) Abuse of Court or Employer equipment.
- e) Reasonable cause to believe the employee has used or is affected by intoxicants, illegal drugs, or illegal controlled substances while on duty.
- f) Removing Court or Employer property without consent of the Court or Employer.
- g) Any misuse of sick leave or other leave.
- h) Rude or discourteous treatment of the public while on duty.
- i) Any act of dishonesty in connection with official Court duties.
- j) Any public dissemination of Court documents, including defendant case histories, without authorization from the Court.

The above list is not intended to require the Employer to take disciplinary action or to limit the power of the Employer to discipline, suspend, demote or discharge an employee for other just cause. It is further understood that progressive discipline is not appropriate in conduct involving dishonesty, criminal misconduct, or intentional acts that interfere with the operations of the Court. Progressive discipline is normally appropriate for job performance matters related to the quality and efficiency of the work performed.

**Section 2. Grievance Procedures.** An allegation that the Court has suspended, demoted, or discharged an employee without just cause shall be subject to the grievance procedures specified under Article 5 in this addendum. Grievances over written reprimands may be advanced only through Step 2 and not to arbitration.

#### **Article 17 - Special pay provisions.**

**Section 1. Out of Class Pay - Defined - Reclass Review.** Out of class is applicable when an employee is assigned the principal duties and responsibilities of a higher classification due to the absence of another employee or due to the position being vacant. This out of class pay only applies when the Judge expressly assigns or appoints the employee to the higher classified position. Example would include: a Court Clerk assigned to work as an Assistant Court Administrator. Out-of-class pay shall be paid at the step in the higher classification which provides a minimum

of five percent (5%) increase when an employee has been assigned to work out-of-class for an entire shift or greater period of time.

An employee whose duties and responsibilities are generally increased by assignments made by the Employer, but who is not filling in at a specific position, shall not be paid out-of-class pay, but may initiate a re-class review in accordance with Article 21.

#### **Article 19 - Other Leave.**

**Section 1. Military Leave and Jury Duty.** Requests for Military Leave shall be granted as required by law (See, Chapters 38.40 and 73.16 RCW). Court employees who are not excused from a summons to jury duty will receive full pay from the Employer for time served in response to the summons, but the Employer shall deduct an amount equal to jury fees actually received by the employee, minus meal and mileage allowances.

**Section 2. Bereavement- Use of Sick Leave.** An employee who requests leave for a death in his immediate family may elect to take up to three (3) days of bereavement leave if the funeral is to be held in the State of Washington and five (5) days of bereavement leave if it is to be held outside the State of Washington or if the employee is involved in administration of the estate. Immediate family is defined as spouse and children, mother and father, brothers and sisters, and grandparent and grandchildren of employee's or the employee's spouse, or any relative who lived at the time of death in the employee's household in the capacity of one of the above-cited relatives.

**Section 3. Funeral attendance- Use of Vacation.** Employees may request vacation leave to attend funerals of non-family members. Approval of such requests shall be reserved to the sole discretion of the Court.

**Section 4. Leaves of absence.** Approval of requests for leaves of absence under Article 19 of the Master Agreement shall be reserved to the discretion of the Court and may be denied if the Court determines that the leave requested would interfere with the operations of the Court.

#### **Article 21- Promotions and seniority.**

Promotions shall be based solely on the qualifications and ability of an employee to perform the required work as determined in the sole discretion of the Judge and not subject to grievance.

If the most senior employee is not promoted, that employee has the right to meet with the Judge to discuss the matter. At this meeting the parties shall discuss steps the employee may take to increase their potential for promotion.

The Union or employee may submit an application for reclassification to the Judge who may choose at their discretion to forward to the Personnel Committee for modifications or revision of the job descriptions.

#### **Article 22 - Layoff and recall.**

The Court, in its sole discretion, shall determine which employee(s) shall be affected by a layoff made necessary because of lack of work, lack of funds, or other legitimate reasons. The Court shall provide those employees subject to layoff thirty (30) days advance written notice of the layoff. Any Court employee subject to layoff has the right to bump any other available non-Court position they previously held as a regular City employee, provided that the layoff, seniority, bumping and recall provisions of the Master Agreement shall have no application to the Court. The position is "available" for the purpose of this subsection if the incumbent employee is less senior to the laid off employee and the laid off Court employee is qualified for the position. The least senior employee in such position shall be laid off with bumping rights as provided in the Master Agreement. A Court employee shall exercise their rights under this section no later than 5 working days after receiving notice of layoffs.

Any regular full-time Court employee who is laid off shall be placed on a Court recall list for a period of twenty-four (24) months from the date of layoff. Employees on the Court recall list shall be notified of any available position within the Court for which they are qualified. Employees on the Court recall list shall also be placed on a recall list for other city positions which may be available to them under the Master Agreement.



It shall be the responsibility of each person on a recall list to keep the Court informed of their current address and telephone number. The layoff letter shall advise the employee of recall rights and of the name and address of the person to whom the employee must send notice of current or changes to current address. The Court shall have the right to remove any name from a recall list if no response is received from a person on such list within fourteen (14) calendar days after the Court has mailed a certified letter (return receipt requested) to the person's last known address.

A reduction in hours of work per week below the minimum set for purposes of Union representation in Article 1 of this Agreement shall be considered a layoff.

#### **Article 23 - Probation.**

**Section 1. Newly Hired Employees.** All newly hired employees shall serve a probationary period of twelve (12) months as part of the selection process, designed to provide the Court the opportunity to determine whether the employee is adjusting to employment. A probationary employee serves at will and may be discharged at any time by the Court without just cause.

#### **Article 24 - Flexible Work Schedules**

**Section 1. Mutual Agreement - Contract Superseded.** By mutual agreement of the Judge and any employee, a flexible work schedule not to exceed forty (40) hours per work week may be established. A flexible work schedule agreed to under this Paragraph may disregard any conflicting provision in these contracts as to days of work, work shifts, and/or hours of work.

**Section 2. Termination of Schedule.** Any schedule established under Section 1 of this Article may be terminated with two (2) work weeks' notice (commencing on the Sunday next following delivery of notice) by the unilateral request of the Judge.

#### **Article 25 - Hours of Labor and Working Conditions.**

**Section 1. Meal period - when on employer's time.** Employees shall be allowed a meal period of 60 minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the Employer's time when the employee is required by the Court to remain on duty on the premises or at a prescribed work site in the interest of the Court. No employee shall be required to work more than five consecutive hours without a meal period. Employees working three or more hours longer than a normal work day shall be allowed at least one 30-minute meal period prior to or during the overtime period.

**Section 2. Rest period - exception to regularly scheduled break allowed.** Employees shall be allowed a rest period of not less than 15 minutes, on the employer's time, for each 4 hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period. Where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each 4 hours worked, scheduled rest periods are not required.


**Section 3. Employees Injured on the Job - Balance of Shift Paid.** Any employee injured on the job before the completion of the regular shift shall be paid for the balance of the shift as if the employee had worked.

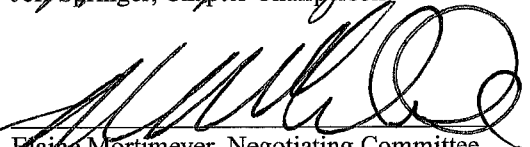
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**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES  
AND AFSCME LOCAL 275**

**DATED:** \_\_\_\_\_

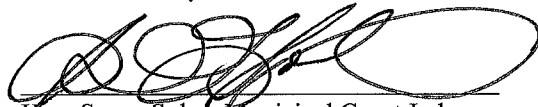
  
Edward Allan, Staff Representative

  
Jeff Springer, Chapter Chairperson

  
Elaine Mortimeyer, Negotiating Committee

**ABERDEEN MUNICIPAL COURT**

**DATED:** 3/23/23

  
Hon. Susan Solari, Municipal Court Judge

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# APPENDIX A



## City of Aberdeen AFSCME, Exempt, & Dept Head 2023 Wage Rates

Includes 7% COLA for 2023

| Range<br>Step | Monthly<br>Salary | Hourly<br>Rate | O/T<br>Rate | Range<br>Step | Monthly<br>Salary | Hourly<br>Rate | O/T<br>Rate | Range<br>Step | Monthly<br>Salary | Hourly<br>Rate | O/T<br>Rate |
|---------------|-------------------|----------------|-------------|---------------|-------------------|----------------|-------------|---------------|-------------------|----------------|-------------|
| 12            | 1 4,023           | 23.21          | 34.81       | 13            | 1 3,952           | 22.80          | 34.20       | 14            | 1 4,154           | 23.96          | 35.95       |
|               | 2 3,952           | 22.80          | 34.20       |               | 2 4,154           | 23.96          | 35.95       |               | 2 4,365           | 25.18          | 37.77       |
|               | 3 4,154           | 23.96          | 35.95       |               | 3 4,365           | 25.18          | 37.77       |               | 3 4,585           | 26.45          | 39.67       |
|               | 4 4,365           | 25.18          | 37.77       |               | 4 4,585           | 26.45          | 39.67       |               | 4 4,802           | 27.70          | 41.55       |
|               | 5 4,585           | 26.45          | 39.67       |               | 5 4,802           | 27.70          | 41.55       |               | 5 5,051           | 29.14          | 43.71       |
| 15            | 1 4,365           | 25.18          | 37.77       | 16            | 1 4,585           | 26.45          | 39.67       | 17            | 1 4,802           | 27.70          | 41.55       |
|               | 2 4,585           | 26.45          | 39.67       |               | 2 4,802           | 27.70          | 41.55       |               | 2 5,051           | 29.14          | 43.71       |
|               | 3 4,802           | 27.70          | 41.55       |               | 3 5,051           | 29.14          | 43.71       |               | 3 5,312           | 30.64          | 45.97       |
|               | 4 5,051           | 29.14          | 43.71       |               | 4 5,312           | 30.64          | 45.97       |               | 4 5,570           | 32.13          | 48.20       |
|               | 5 5,312           | 30.64          | 45.97       |               | 5 5,570           | 32.13          | 48.20       |               | 5 5,845           | 33.72          | 50.58       |
| 18            | 1 5,051           | 29.14          | 43.71       | 19            | 1 5,312           | 30.64          | 45.97       | 20            | 1 5,570           | 32.13          | 48.20       |
|               | 2 5,312           | 30.64          | 45.97       |               | 2 5,570           | 32.13          | 48.20       |               | 2 5,845           | 33.72          | 50.58       |
|               | 3 5,570           | 32.13          | 48.20       |               | 3 5,845           | 33.72          | 50.58       |               | 3 6,139           | 35.42          | 53.13       |
|               | 4 5,845           | 33.72          | 50.58       |               | 4 6,139           | 35.42          | 53.13       |               | 4 6,440           | 37.16          | 55.73       |
|               | 5 6,139           | 35.42          | 53.13       |               | 5 6,440           | 37.16          | 55.73       |               | 5 6,761           | 39.01          | 58.51       |
| 21            | 1 5,845           | 33.72          | 50.58       | 22            | 1 6,139           | 35.42          | 53.13       | 23            | 1 6,440           | 37.16          | 55.73       |
|               | 2 6,139           | 35.42          | 53.13       |               | 2 6,440           | 37.16          | 55.73       |               | 2 6,761           | 39.01          | 58.51       |
|               | 3 6,440           | 37.16          | 55.73       |               | 3 6,761           | 39.01          | 58.51       |               | 3 7,104           | 40.99          | 61.48       |
|               | 4 6,761           | 39.01          | 58.51       |               | 4 7,104           | 40.99          | 61.48       |               | 4 7,473           | 43.11          | 64.67       |
|               | 5 7,104           | 40.99          | 61.48       |               | 5 7,473           | 43.11          | 64.67       |               | 5 7,832           | 45.18          | 67.77       |
| 24            | 1 6,761           | 39.01          | 58.51       | 25            | 1 7,104           | 40.99          | 61.48       | 26            | 1 7,473           | 43.11          | 64.67       |
|               | 2 7,104           | 40.99          | 61.48       |               | 2 7,473           | 43.11          | 64.67       |               | 2 7,832           | 45.18          | 67.77       |
|               | 3 7,473           | 43.11          | 64.67       |               | 3 7,832           | 45.18          | 67.77       |               | 3 8,233           | 47.50          | 71.25       |
|               | 4 7,832           | 45.18          | 67.77       |               | 4 8,233           | 47.50          | 71.25       |               | 4 8,638           | 49.83          | 74.75       |
|               | 5 8,233           | 47.50          | 71.25       |               | 5 8,638           | 49.83          | 74.75       |               | 5 9,076           | 52.36          | 78.55       |
| 27            | 1 7,832           | 45.18          | 67.77       | 28            | 1 8,233           | 47.50          | 71.25       | 29            | 1 8,638           | 49.83          | 74.75       |
|               | 2 8,233           | 47.50          | 71.25       |               | 2 8,638           | 49.83          | 74.75       |               | 2 9,076           | 52.36          | 78.55       |
|               | 3 8,638           | 49.83          | 74.75       |               | 3 9,076           | 52.36          | 78.55       |               | 3 9,528           | 54.97          | 82.46       |
|               | 4 9,076           | 52.36          | 78.55       |               | 4 9,528           | 54.97          | 82.46       |               | 4 10,002          | 57.71          | 86.56       |
|               | 5 9,528           | 54.97          | 82.46       |               | 5 10,002          | 57.71          | 86.56       |               | 5 10,501          | 60.58          | 90.88       |
| 30            | 1 9,076           | 52.36          | 78.55       | 31            | 1 9,528           | 54.97          | 82.46       | 32            | 1 10,002          | 57.71          | 86.56       |
|               | 2 9,528           | 54.97          | 82.46       |               | 2 10,002          | 57.71          | 86.56       |               | 2 10,501          | 60.58          | 90.88       |
|               | 3 10,002          | 57.71          | 86.56       |               | 3 10,501          | 60.58          | 90.88       |               | 3 11,032          | 63.65          | 95.47       |
|               | 4 10,501          | 60.58          | 90.88       |               | 4 11,032          | 63.65          | 95.47       |               | 4 11,583          | 66.82          | 100.24      |
|               | 5 11,032          | 63.65          | 95.47       |               | 5 11,583          | 66.82          | 100.24      |               | 5 12,161          | 70.16          | 105.24      |
| 33            | 1 10,501          | 60.58          | 90.88       | 34            | 1 11,032          | 63.65          | 95.47       |               |                   |                |             |
|               | 2 11,032          | 63.65          | 95.47       |               | 2 11,583          | 66.82          | 100.24      |               |                   |                |             |
|               | 3 11,583          | 66.82          | 100.24      |               | 3 12,161          | 70.16          | 105.24      |               |                   |                |             |
|               | 4 12,161          | 70.16          | 105.24      |               | 4 12,770          | 73.67          | 110.51      |               |                   |                |             |
|               | 5 12,770          | 73.67          | 110.51      |               | 5 13,408          | 77.35          | 116.03      |               |                   |                |             |

Hourly and OT Rates are Based on Annual Salaries.

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