



October 22, 2019
City of Port Angeles Council Special Meeting Agenda
City Council Chambers, 321 East 5th Street

The Mayor may determine the order of business for a particular City Council meeting. The agenda should be arranged to best serve the needs and/or convenience of the Council and the public. The Mayor will determine time of break. Hearing devices are available for those needing assistance. The items of business for regular Council meetings may include the following:

A. Call to Order – Special Meeting at 5:00 p.m.

B. Roll Call

C. AFSCME Contract / Approve ContractC-1

D. Budget Work Session

- Preliminary Budget can be found on the City’s website at:
<https://www.cityofpa.us/DocumentCenter/View/7101/2020-Preliminary-Budget>

E. Adjournment



Date: October 22, 2019
To: City Council
From: Abbi Fountain, *Human Resources Manager*
Subject: AFSCME Local #1619 Union Contract

Summary: The City has negotiated with the AFSCME Local #1619 for a two-year agreement that includes the following:

- Cost of Living Adjustments for all classifications.
- Market adjustments for all classification.
- Bereavement Leave
- Increase in compensatory time.
- Compensatory time for travel

Funding: The increased cost to the 2019 budget is approximately \$43,900.

Recommendation: Approve the terms of the AFSCME Local #1619 union contract as outlined in this memo.

Background / Analysis:

The AFSCME Local #1619 is the City's largest union and represents approximately one hundred employees with members from multiple departments and divisions within the City.

Recruiting and filling positions within the AFSCME job classifications has been somewhat challenging in that the job market for these classifications is competitive. It is in the City's best interest to stay reasonably competitive with wages and benefits to our comparable cities.

The City and AFSCME began union negotiations in October 2018. During this time the City and the union negotiated the following items:

- Two-year contract: January 1, 2019 – December 31, 2020.
- Wage adjustments 1/1/19 – 2.0%, 6/1/19 – 1.1%, 1/1/20 – 1.4%, 6/1/20 – 2.5%
- Compensatory time for passengers when traveling out of the area
- Increase in compensatory time cap from 80 hours to 96 hours
- Add 3 days of Bereavement Leave
- Employee premium share for the WA Paid Family & Medical Leave
- Hold vacation cash out language in abeyance for term of the contract
- New employees required to sign up for direct deposit
- Updated language items

Additionally, AFSCME and the City have agreed to add two new job classifications Civil/Utility Engineer III and Engineering Technician III. The Civil/Utility Engineer III will be placed at pay range

A34 and the Engineering Technician III will be placed at pay range A24. Adding these two classifications finalizes the progression for the Civil/Utility Engineer and Engineering Technician job series.

Lastly, when the City began operating the Elwha water facility, the current Water Treatment Plant Operators took on more responsibilities, as a result AFSCME and the City agreed to increase the wage for the Water Treatment Plant Supervisor position from AFSCME pay range A25 to A26 resulting in a 3% increase in wage.

Funding Overview:

The increased cost to the 2019 budget is approximately \$43,900. The overall cost of the two-year contract is \$406,900: 2019 - \$195,300 and 2020 - \$211,600

AGREEMENT BETWEEN
THE CITY OF PORT ANGELES
AND
AFSCME LOCAL #1619

January 1, ~~2018~~ 2019 – December 31, ~~2018~~ 2020

AFSCME LOCAL #1619
COLLECTIVE BARGAINING AGREEMENT

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ARTICLE I - GENERAL PROVISIONS

Section A - Entire Agreement

The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section B - Acknowledgments

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section C - Recognition

The City agrees to recognize the Union as the sole collective bargaining agent for all regular full-time, regular part-time, and temporary employees who work at least 1/6th time, and excludes work study and college intern programs, except employees of the Police and Fire Departments, Equipment Services Division, and the employees excluded pursuant to RCW 41.56.122 and 41.56.030.

Position Types Defined. A description of types of positions employed with the bargaining unit of this Agreement are defined as follows:

1. **Regular Employee** - a person employed by the City in a capacity which is on-going and for which no specific termination point has been established and who has successfully completed his/her six (6) months' probationary period.
2. **Regular Part Time** Employment is defined as a position with work assignments that are on a continuous and re-occurring basis that is limited to less than full time and is budgeted annually as a regular part time position. These positions may be half time, three-quarters, or other portions of a year and are eligible to accrue pro-rated benefits. The threshold for pro-rated benefits is regularly working at least 70 hours or more per month during the calendar year. If the regular part time position is one-half time or greater, the position is afforded medical, dental, and vision benefits the same as a regular full time employee
3. **Temporary Employment** is defined as a position that is used in a full time or part time status to cover a specific need for a defined period of time, such as a leave of absence, injury, illness, short-term increased workload, special project or a similar situation, which replaces a regular employee. Positions will not be extended beyond 18 months unless mutually agreed to by the City and the Union.

4. **Seasonal Employment**

The City will make a good faith effort to preserve bargaining unit positions, including reducing the number of temporary and seasonal hires, provided, however, there may still be a need for seasonal or temporary workers to maintain City operation.

~~Within the first quarter of 2018 the Union and the City will endeavor into meeting as a labor management committee to form a mutual agreement regarding most effective use of the seasonal program~~

Seasonal Employment is defined as a position that works, full time or part time and is laid-off at the end of the season. Seasons for any Division shall be determined by the needs of the department, but shall not exceed 8 consecutive months. Seasonal employees may not serve longer than 6 consecutive months of City employment. For Public Works & Utilities seasonal laborer the pay range shall be Range 6, ~~Step 1~~ of the AFSCME salary schedule. ~~Parks seasonal laborers pay range shall be Range 1 and For Parks seasonal laborers~~ all rehires shall receive at least one (1) step increase from the previous pay received. The pay increases shall be no less than three percent (3%)..

Seasonal employees shall not be placed on standby, called out, or work overtime unless regular part time or full time employees within the division are offered the work and decline or are not available for these assignments.

5. **Probationary Employee** - an employee working a test period of six (6) months during which he/she is required to demonstrate his/her abilities to perform the duties of the position to which he/she is appointed by actual performance of these duties. This probationary period may be extended one time for up to six (6) additional months for cause when management needs additional time to fully evaluate the performance of the probationary employee. Extension of the probation period will require Department Head and City Manager approval and notification to the union of the reason and will not be routinely used as a practice. Newly hired probationary employees may be discharged without cause during this period, without recourse to the grievance procedure, Article VII.

Summer youth employees hired during the summer youth employment program will not be eligible for or considered for promotional opportunities.

Section D - Savings Clause

It is the intent of the parties to this Agreement to comply with all applicable laws and believe that all portions of this Agreement are lawful. All of this Agreement shall be complied with unless any such provision shall be declared invalid or inoperative by a court of final jurisdiction. In such event, either party may request renegotiation of the provision(s) declared invalid. The unaffected portions of the Agreement shall remain in full force and effect for the duration of the Agreement. However, any new provisions shall have no effect on the remaining provisions of this Agreement.

Section E - Non-Discrimination

The City and the Union agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, sexual orientation, genetic information, national origin, religion, handicapped status, marital status, or membership or non-membership in the Union.

Wherever notations are used in the masculine gender, they are intended to apply equally to either gender.

ARTICLE II - RIGHTS OF PARTIES

Section A - Management Rights

The City and its management representative shall retain all customary rights, powers, functions, and authority normally reserved by management consistent with State law, local ordinance, and Department rules and regulations, and shall include but not be limited to the following:

1. Determine the mission of the City and respective Departments, Commissions, and Boards.
2. Set standards of service and performance standards, establish Department policy/procedures, work rules/regulations, safety procedures, and personnel policies and procedures.
3. Select, increase, diminish or change equipment, vehicles, machinery, etc., including the introduction of any and all new, improved or automated methods or equipment.
4. Assign work and establish work schedules.
5. Engage in all types of personnel transactions and disciplinary proceedings in accordance with established ordinances and rules, and Department Policies and Procedures.
6. Effect a reduction in authorized positions because of a lack of work, fiscal limitations, organizational changes, or other legitimate reason.
7. Determine the number and classification of personnel.
8. Take any action necessary to carry out its mission in an emergency.

Section B - Employee Rights

The Rights of Management may be limited and/or restricted by provisions of this labor Agreement, Federal law, State law, or an appropriate judicial authority.

1. All changes, modifications, or additions to written City policies, work rules, or regulations shall be posted for a minimum of thirty (30) calendar days.
2. All written City policies, work rules, or regulations will be uniformly applied.
3. Employees shall have the right to participate in opportunities for career development through such avenues as orientations, training seminars, and related activities. Additionally, continuing education for all employees is encouraged.
4. No undisclosed audio or video recordings shall be made of any employee on the job covered by this contract without the written consent of the employee, except in criminal investigation matters involving law enforcement agencies.

5. No employee will be required by the City to submit to a polygraph test or personality test as a condition of continued employment.

Section C - Union Security

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

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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.

For current Union members and those who choose to join the Union, 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. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing, electronically or via recorded voice.

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The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

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The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to 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 executed by the employee.

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The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

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P.E.O.P.L.E. Checkoff

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The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written, electronic, or recorded voice executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E program.

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New Employee Orientation

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official 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.

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Electronic, Recorded Voice Authorizations are Valid

An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing, electronically or via recorded voice.

~~It shall be a condition of employment that all present employees of the City covered by this Agreement who are members of the Union, or choose to become members, in good standing on or after the effective date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after the effective date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the first pay period after submittal of dues authorization to Payroll, become and remain members in good standing in the Union. For the purposes of this Section, the execution date of this Agreement shall be considered as its effective date.~~

~~The City agrees not to keep in its employ in the classification listed herein anyone whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.~~

~~All new employees failing or refusing to secure membership in the Union shall, as herein above provided, upon written demand of the Union, be released from the employ of the City.~~

~~If an employee objects to joining the Union, based on bona fide religious tenets, the employee shall pay an amount of money equivalent to initiation fees and Union dues to a non-religious charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach agreement on the organization, the Public Employment Relations Commission shall designate the charitable organization.~~

~~It is understood and agreed that this clause on "Recognition" does not require the City to violate any Federal or State law against discrimination in the hiring and firing of personnel and the Union agrees to indemnify the City for any loss the City may suffer from a charge of discrimination in carrying out its obligations under this clause.~~

Section D - Labor/Management Committee

In the interest of mutual trust and open communication between the parties and to improve employee/employer relations, the parties agree to establish a Labor/Management Committee to meet on a quarterly basis as a minimum or as needed upon the request of either party. Prior to

meeting, each party will submit an agenda of items to be discussed.

Each party shall have the right to select a reasonable number of members for the Labor/Management Committee.

Attendance by any employee is permitted as long as staffing needs are adequately met and with advanced approval of the Supervisor.

Section E - Negotiating Committee

The Union Negotiating Committee shall consist of four (4) employees, chosen by its members, who are regularly employed by the City, and the designated representative of the Union's Council #2.

Section F - Payroll Deductions

1. **Deductions:** It is agreed that the City shall permit payroll deductions for Union dues or other memberships, properly requested through payroll deduction authorization procedures established by the City, on a bi-weekly or monthly basis. Additional requests are subject to any data processing limitations for space.

Remittance of the aggregate amount of all such Union-related deductions made from employees' salaries shall be made to the Union within procedures established by the City, normally within one week after the City pay day.

2. **Indemnification Clause:** The Union agrees to indemnify and hold the City harmless from any errors or omissions which may arise as a result of the application of this provision. Such errors or omissions will be corrected for the next payroll period in which such withholdings occur.

Section G - Notice of Work Rule Changes

The City agrees to notify the Union in writing of any changes to work rules/regulations at least twenty (20) working days prior to implementation. At the request of the Union during this time period, the City agrees to discuss the proposed changes to such work rules/regulations, prior to implementation.

Section H - Personnel Records

The City and the Union recognize that the employees' official personnel file relative to any personnel actions (i.e., promotion, disciplinary actions, performance evaluations, pay status, etc.) shall be kept and maintained in the Human Resources Office. Departments may keep and maintain employee personnel files but such information in the Department files shall not be used relative to taking personnel actions.

Any employee may review his personnel file in the Human Resources Office or within the Department upon request, with reasonable notice, and may have a copy of any information

contained in the file(s).

Whenever a Department Head places information concerning the employee in the official personnel file, a copy will be provided to the employee. If such information is the result of disciplinary action or an unsatisfactory performance evaluation, the employee may submit a rebuttal which shall be made part of the employee's personnel file. Such a response, however, by the employee shall be within thirty (30) calendar days of receipt of the disciplinary action or performance evaluation and be of reasonable length.

Section I – Vacancies

1. Regular and regular part-time vacant positions shall be posted internally for Ten (10) working days. Workdays shall mean Monday through Friday. Job postings shall indicate the deadline to file applications with the Human Resources Office. The posting will state that no applications will be accepted after the closing deadline, however applicants may submit letters of reference, resumes, or other relevant job-related information to accompany their application after the closing date. The job description shall be attached to the job postings for information relative to the assigned duties and qualifications.
2. All job postings shall be posted on a suitable bulletin board in each City department having employees covered by this agreement. These bulletin boards shall also have a place for official Union business.
3. When a regular position is no longer required, the City will notice the Union that the position is being abolished or if the position is not being filled for a period of time. The Human Resources Office will provide written notice to the Union President of this action.
4. Individuals who are working or who have worked as temporary/seasonal employees for the City, in classifications represented by Local #1619, shall be eligible to compete as internal applicants for vacancies. Temporary/seasonal employee's eligibility as internal applicants shall be limited to 12 months from their last date of employment with the City.

Section J - Hiring and Transfers

List of classifications represented by AFSCME #1619, promotional and entry level, see Attachment A for listing of classes.

Entry Level Position: The City will notify the union whether entry-level positions will be filled internal only or in conjunction with external recruitment. If the City recruits both internally and externally for entry-level positions, the internal candidates will be evaluated and considered before external candidates. The City will communicate with the union regarding external hires. However, this does not restrict the City from hiring externally even if internal candidates may meet the minimum qualifications. The City reserves the right to hire the best-qualified candidate, as

determined by the City.

Any changes in the qualifications for a position covered under this contract will require the City to notify the Union prior to posting a recruiting notice.

Promotional Positions: Promotional positions are those listed on the addendum to the contract. These classifications will be filled from within the existing regular full time or regular part time employees as long as the employees meet or exceed the qualifications for the classifications. If there are fewer than three qualified employees competing for the position internally, the City may recruit externally and will notify the union of its intent. Unsuccessful internal candidates will be provided with an explanation.

An employee promoted into a higher classification will be required to serve a six-month probationary period to demonstrate their ability to perform the duties and responsibilities of the higher class. In the event the employee fails to complete the probationary period, excluding termination for cause, the employee shall be placed back into the position held prior to the promotion at the same salary step the employee received before the promotion.

The Union recognizes that failure to complete the probationary period may result in a layoff or termination of an employee to accommodate the return of the promoted employee to their former position.

In evaluating the qualifications of internal candidates for promotions, the City will consider the following criteria and use education, training, and experience within and outside City employment:

1. Work related experience and abilities.
2. Education and training related to the position.
3. Ability to obtain required certifications within the time frames specified in job posting.
4. Work performance as indicated in performance evaluations.
5. Supervisory experience, if applicable.

Transfers: For purposes of this Agreement, a transfer is when an employee in a position in one classification transfers to another position in the same classification.

In the event an employee is interested in a transfer, the employee shall submit a transfer request to the affected Department Head(s). If the employee meets the qualifications for the position in question, and the affected Department Head(s) agree to the transfer, a Personnel Action Form will be processed to initiate the action. The transferred employee shall remain at the salary range and step held prior to the transfer, without adjustment of the anniversary date for the employee's step increase.

An employee transferring to another position within the same classification will not be required to serve a probationary period. An employee shall have the right to revert back to his/her previous position for a period of thirty (30) calendar days, or prior to the posting of his/her previous position.

Section K - Disciplinary Procedures.

1. All discipline for employees covered under this Agreement shall be for just cause.
2. In the event of discipline (excluding verbal admonishments), the employee's Division Manager will provide the employee with written notice of such discipline, including specific violations, prior to the imposition of disciplinary action, unless immediate action is warranted.
3. An employee that is subject to discipline that results in the loss of compensation, demotion, transfer, or loss of benefits shall use the grievance procedure of the labor contract. Step one of the grievance procedure will begin with the Division Manager. See Article VII, Grievance Procedures.
4. The employee is entitled to representation at all stages of the disciplinary process.
5. Verbal admonishments, letters of caution, or letters of reprimand are not appealable to the grievance procedure. However, if a written reprimand is placed in the employees personnel file, the employee may submit a written reply for placement in the personnel file. A letter of reprimand is a formal letter and considered a discipline action and will be placed in the employee's personnel file. A letter of caution is not a reprimand. Neither a letter of caution or verbal admonishment will be counted as a prior offense in determining a range of appropriate remedies, unless the same or similar offense later occurs. At the request of the employee, written reprimands will be reviewed and considered for removal from the personnel file after eighteen (18) months if there is not a recurrence of any disciplinary action.
6. In the event the employee receives a letter of caution, as a form of minor discipline, the department will retain the document for a period of 3 – 12 months and if no further action is necessary to correct the problem, the letter shall be destroyed and not placed in the employee's personnel file. This process will be for minor personnel issues such as attendance problems, corrective action on performance, and other similar type activities. The employee may submit a written reply, which will be maintained with the letter of caution.

Section L - Union Presence During Orientation of New Employees

~~A union representative will be notified of, and allowed adequate opportunity to address new employees during the Human Resources Office orientation process. The Human Resources Office shall provide a list of all new employees, their classification, and hire date to the local union president within one week of hire.~~

Section M - Community Service Workers

The union agrees that the City has the right to use Community Service Workers. The City will limit the number of Community Service Workers assigned to each employee from 1-5, depending upon the type of work and size of the work project. Prior to employees being assigned a

Community Service Worker(s), employees will receive training on their responsibilities, what to do in the event of a problem, and the name of someone to call in their department if assistance is needed.

Community Service Workers will be assigned a variety of menial work, including but not limited to vegetation control (manual, walk-behind mower, or weed-eater); litter control; washing vehicles; painting and cleaning of buildings/grounds. Community Service Workers will not operate City vehicles. The City agrees that Community Service Workers will not displace regular City employees.

ARTICLE III - WORKING CONDITIONS

Section A - Hours of Work and Work Days

For employees covered by this Agreement, the normal hours of work shall consist of:

Work Week - The normal work week for regular full-time employees shall be 40 working hours, consisting of five (5) consecutive days on duty and two (2) days off. Depending on the department some employees' normal work week will consist of five (5) consecutive ten (10) hour days and three (3) consecutive ten (10) hour days separated by a minimum of two (2) consecutive days off. Other alternative work schedules may be established by mutual agreement. Regular part-time employees shall work hours as assigned and the individual work week may vary.

Work Day - The normal work day consists of eight (8) or ten (10) consecutive working hours in a twenty-four (24) hour period. The work shift shall be determined by the City.

Section B - Meal Periods and Rest Periods

An employee will not be required to work more than five (5) consecutive hours without a meal break. The superintendent or supervisor shall determine the time for such a meal period, which shall be non-paid time and shall be for thirty (30) minutes in length. During an overtime assignment an employee will be entitled to a meal compensation, paid for by the City, for every four (4) hour period during that overtime assignment, the City will pay the cost of the meals based on City policy (IRS rates). Mealtime shall be as follows: breakfast, 3:00 am to 9:00 am; lunch 9:00 am to 3:00 pm; and dinner 3:00 pm to 3:00 am.

In the event an employee working overtime will complete the work within a reasonable period of time after the four (4) qualifying hours for a meal period, in the judgment of the supervisor or designee, the project may be completed without the meal break and the employee will be entitled to the cash payment for the meal, based upon the above meal rates.

Employees working 8-hour shifts shall be entitled to two (2) 15-minute rest periods; one during the first half of the 8-hour shift, and one during the second half of an 8-hour shift. Break times are scheduled by the superintendent or supervisor per department/division needs as to not interfere with City business and such breaks or meal periods shall not be accrued for use at a later time. The morning and afternoon breaks shall be taken in the field at the crew's current work site, unless the type of work being performed is not compatible

due to efficiency, safety or other legitimate reasons with a break in the field. The superintendent or supervisor shall, at the beginning of the day when assigning the work, determine if it is appropriate for the crew to take their morning and/or afternoon break in a location other than at the job site.

Section C - Shift Changes

1. The City may, at its discretion, change an employee's work shift. In the event of a shift change, the City shall provide a minimum of ten (10) calendar days advance notice to the employees affected. A mutual agreement between the affected employee and supervisor may allow a shorter notice.

However, such advance notice is not required in an emergency situation, as declared by the Department Head. An emergency is defined as an unanticipated event or occurrence.

2. The City shall not pay overtime to employees resulting from a scheduled shift change, unless the hours worked are in excess of those identified in Article IV, Section D.
3. When an employee comes to work and is sent home for a shift change in the event of inclement and/or forecasted inclement weather conditions, the City will pay the employee the remainder of the employee's shift. .

Section D - Work Stoppages

1. The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union, its officials and representatives, shall not cause or condone any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions for the term of this Agreement. Any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement shall constitute just cause for discharge or other disciplinary action, in accordance with Article II, Section A, Management Rights. All wages and benefits of those engaging in the work stoppage shall terminate immediately upon the start of any work stoppage or interference.
2. **Unauthorized Stoppages.** In the event, however, that there is a work stoppage or any other interference with City functions which is not authorized by the Union, the City agrees that there shall be no liability on the part of the Union, its officers or representatives, provided that in the event of such unauthorized action they first meet the following conditions:
 - a. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Union;
 - b. The Union, its officers and representatives shall promptly order its members to return to work;
 - c. The Union, its officers and representatives, will, in good faith, use every reasonable effort to terminate such unauthorized action.

3. No Lockout. The employer agrees not to lock out employees during the term of this Agreement.
4. Primary Picket Line. Employees who refuse to cross a local, primary picket line, as recognized by the Union, shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary action, provided such action by an employee shall be taken without pay if re-assignment is not feasible. If the Union or employees refuse to cross a primary picket line, the Union will provide notice immediately to the City so arrangements may be made to provide continued public services.

Section E - Layoff Procedures

In the event that a reduction in the workforce occurs due to a shortage of work, budgetary reasons, , a reorganization resulting in reduced staffing levels, or other reasons of business or organizational necessity, layoff shall be in accordance with the following:

1. Procedure for Layoff. The City shall determine which classifications and the number of positions which will be affected.

The City shall provide employees subject to lay-off with a minimum of thirty (30) calendar day's written notice of the lay-off. The layoff letter shall advise the employee of the effective date and his/her recall rights.

Any employment related correspondence between the employee and the City shall be through the Human Resources Office.

Recall Rights: Any regular full-time employee who is laid off shall have his/her name placed on a recall list for the classification which he/she was laid off from, and for any lower classification in which the employee held status and is currently qualified. The employee's name shall remain on the recall list(s) for a period of twenty-four (24) months from date of layoff. It shall be the employee's responsibility to keep the City informed of his/her current address and telephone number. Persons shall be recalled in the inverse order of layoff. The City shall have the right to remove any name from a layoff list if no response is received from a person on such list within fourteen (14) calendar days after the City has mailed a certified letter (return receipt requested) to the person's last known address.

2. Order of Layoff. The City shall first attempt to achieve the required reduction of the workforce through attrition. If this is not possible, then:
 - a. Layoff shall be by classification within a Division of a Department. Prior to a regular full-time employee being displaced, any temporary or part time employees in the classification selected for reduction shall be subject to lay-off prior to regular full time employees. It is understood by the parties that existing seasonal positions will still be used to provide various public services. It is not the intent of this policy to lay off all seasonal employees prior to any full time employees being subject of lay-off.

However, any full time employee subject to lay-off shall have the right to seasonal employment positions, if they meet the qualifications. To the extent needed for reductions and for the affected classification, any temporary, part-time, or seasonal shall be laid off first within the affected Division.

- b. **Bumping Rights:** The employee subject to layoff shall have the right to bump a less senior employee in his/her classification, or in a lower classification where they previously held status, and meet the current job qualifications, within the occupational job series.
 - c. **Time served in a different classification:** An employee may have had a title change or been involved in a reclass or consolidation of classes during his employment with the City. For purposes of layoff, classification seniority will include time served in another class within the same occupational area and be added to his/her time in his/her present classification. Example: Equipment Operator I-II was abolished and consolidated into the Maintenance Worker II class. Time as an Equipment Operator will be added to time as a Maintenance Worker.
 - d. In the event of a layoff, the City shall identify the position(s) scheduled for layoff and then meet with the Union to review the seniority for the affected employees.
3. **Service Time – Layoff:** Employees who separated from City employment because of budgetary reasons and returned to City employment within twenty-four (24) months, in accordance with the Layoff Procedures, shall be entitled to count the length of time of their prior City service for purposes of accrual of vacation, sick leave, and longevity pay.
4. **Seniority.**
- a. **Definition:** Seniority for purposes of layoff shall commence from the most recent date of regular full-time employment with the City. A break in seniority shall be defined as a break in service greater than thirty (30) working days while the employee is on non-paid status. Approved Family Leave does not constitute a break in service.
 - b. Seniority status shall terminate upon the following: discharge, resignation, retirement, failure to return from an approved leave of absence, layoff of more than twenty-four (24) consecutive months, or, if recalled from layoff, within fourteen (14) calendar days from notice of recall from layoff, should the employee not return to work.
 - c. Time on approved leaves of absence without pay and layoff will not count towards the computation of seniority.
 - d. The City Human Resources Manager will provide the Union with a seniority list upon request. It shall be each member's responsibility to verify the accuracy of the calculation of his/her seniority.

Section F - Performance Evaluations

This section applies to regular full time and regular part time employees. Seasonal or temporary employees are considered “at will” employees and may be terminated with or without cause during their employment and are not provided with performance evaluations on a regular basis.

For new hires, performance evaluations will be conducted on probationary employees at 3 months and at 6 months. After completion of the probationary period, performance evaluations will be conducted on an annual basis. Special evaluations may be conducted at any time for performance related issues that may arise.

Employees that are eligible for a merit step increase will have their performance evaluations completed and the personnel action form processed within 30 days of the employee’s anniversary date. Exceptions to this time period is for reasons that may be related to the employee requiring additional time for their comments or similar situations that delay the processing of the evaluation or personnel action form.

Section G – Wage Freeze (Y-Rating):

In the event the City and the Union mutually agree to conduct wage surveys and an employee’s wages are frozen (called “Y-Rating”), the City agrees to provide a COLA equal to one-half of the annual cost of living adjustment, until such time as the employee’s salary catches up with the established salary range for the position.

This provision does not apply to department reorganizations, consolidations, or reductions in force. For these types of employer actions, the City agrees to meet with the Union and bargain the impact of the decision and its effect upon employees. Because these employer actions vary in scope and complexity, they will be handled on a case-by-case basis. If an employee’s wages are reduced due to the organizational change, the City will bargain the affect with the Union before any action is taken. The City will attempt to administer employee wage reductions issues in a fair and consistent manner.

ARTICLE IV - COMPENSATION

Section A - Wages.

~~The cost of living adjustment (COLA) for 2018 shall be 3% effective January 1, 2018. (3% = 100% CPI W Seattle Bremerton Tacoma June to June)~~

Cost of Living Adjustment (COLA):

1/1/19 – 2.0%

1/1/20 – 1.4%

Wage Adjustment:

6/1/19 – 1.1%

6/1/20 – 2.5%

Section B - Longevity Pay

Longevity premiums based upon the monthly salary shall be added to salaries in accordance with the following schedule:

- Completion of five (5) years' service 2%
- Completion of ten (10) years' service, an additional 2%
- Completion of fifteen (15) years' service, an additional 2%
- Completion of twenty (20) years' service, an additional 2%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a full paid regular employee of the City Departments covered by this Agreement.

Section C - Night Shift Premium Pay

Employees whose regular assignment is a night shift shall receive night shift premium pay equal to \$.60 per hour. Night shift shall be defined as hours that begin between 11:00 pm and 4:00 am and continue for 8 consecutive working hours.

Section D - Overtime Compensation

1. Overtime shall apply for all hours compensated in excess of eight (8) hours in a workday, ten (10) hours in a workday if the employee is on a 4-10 work schedule, or forty (40) hours per week.
2. Scheduled overtime hours worked shall be paid at the rate of time and one-half the employee's regular rate of pay.
3. If an employee works on a named holiday (excluding floating holidays), the employee shall receive pay at the overtime rate for those hours worked on the holiday, in addition to their holiday pay.
4. Overtime pay shall not be compounded with any other form of compensation paid to the employee.
5. Overtime work is a condition of employment, when called upon to meet the operational needs of the Department. However, the Department shall attempt to assign overtime in a fair and equitable manner whenever possible.

Section E - Call-Back Pay

An employee called back to work for overtime shall be compensated a minimum of two (2) hours at double the employee's regular rate of pay.

Rest period during a call-back assignment

An employee that is called back to work 4 hours prior to their regular shift and works continuously into their regular shift; or until the employee's task is complete; or until the employee is relieved of duty, is entitled to an eight (8) hour mandatory rest period before returning for work. Regardless, the employee will be credited for a complete eight (8) or ten (10) hour shift paid at employee's regular rate of pay if the employee receives a rest period during their regular shift.

This also applies if an employee is sent home from his or her regular shift early to meet the needs of the City during an emergency or anticipated storm event.

Section F - On-Call Pay

As determined by management, each Department/Divisions on-call representative will serve as the primary after-hours contact and will provide response to all calls for services received after normal work hours as related to their division. Employees assigned to be "on-call" will be compensated during the period of time they are on-call. The compensation will be \$30 per day, Monday through Friday, and \$50 for Saturday, Sunday, and holidays recognized in this Agreement.

On Call Procedures

Call outs shall be paid according to Section E – Call Back pay.

On-Call Periods: On call period is generally two (2) weeks, start and end days of shift may vary with approval of Division Head.

On-Call Staffing Levels: On call staffing shall normally be on a volunteer basis with all volunteers being used provided an employee has been with the department for at least one (1) year, or unless approved by the Division Head.. If there are no volunteers management shall assign an employee as needed on a rotating basis. No employee shall be on call more than two (2) weeks in a six (6) week period unless there is prior approval from the Division Head.

Vehicles for on-call employees: Upon approval of the Deputy Director or Department Director, and as requested by the Superintendent or Manager, employees who are performing on-call duties may take a city vehicle home during non-working hours. The vehicle shall be assigned by the Manager or superintendent for this purpose. City vehicle usage is for official city business only and must adhere to all vehicle use policies established by the Department and the City.

Section G - Compensatory Time

An employee assigned to work overtime may, at the option of the employee, receive compensatory time in lieu of cash payment for overtime or call back worked. Such compensatory time earned shall not exceed ~~eighty (80)~~ ninety-six (96) hours and may be taken off, subject to supervisory approval. All overtime hours worked in excess of the ~~eighty (80)~~ ninety-six (96) hours per calendar year shall be paid in cash. Scheduling of compensatory time may be taken in a little as one-hour increments, with prior approval of the affected supervisor.

Compensatory time is earned at the rate of one and one-half hour of compensatory time for each

hour of overtime or call back worked, calculated to the nearest thirty (30) minutes.

Upon ratification of this agreement, any employee traveling as a passenger outside of the area and on work business will receive any overtime accrued as compensatory time at the rate of one and one half.

Section H - Temporary Assignments

Temporary assignments will be filled by the qualified senior employee in the Department or major Division, provided that (a) the senior employee desires the temporary assignment, and (b) that there are no other senior employees who have comparable time in service; in which case, temporary assignments would be rotated among senior employees having comparable time in service. Comparable time in service is defined to be when the hiring date of an employee is within one (1) year of the hiring date of the senior employee. Provisions for temporary assignments apply only to positions covered by this Agreement.

Section I - Higher Class Pay

When an employee is assigned to work in a higher classification for four or more consecutive hours, the employee shall be paid higher class pay at a salary level for the higher class which reflects a typical one-step increase above the current base wage, for the duration of the assignment, calculated to the nearest thirty (30) minutes.

When employees are assigned to work in a classification outside of the contract their compensation shall be 5% premium pay (including base wage and longevity pay). Terms and conditions regarding when an employee is assigned to work out of class as a Division Manager or Superintendent is governed by the Public Works & Utilities Department Policies and Procedures.

Section J - Certifications

The City agrees to provide the cost of obtaining and retaining job-related certificates or licenses, including tuition, books, and time with pay if necessary to attend seminars/ workshops. The City also agrees to pay for the certification, maintenance and annual renewal fee.

An employee interested in obtaining a job-related certificate or license must provide a written request to the employee's supervisor and subject to Department Head approval.

Section K - Tuition Reimbursement

The City shall reimburse employee expenses for books and college tuition for approved job-related course work per established City procedures, on the basis of 75% of such costs paid by the City and 25% paid by the employee. However, if funding is provided by another agency or source, the City's liability is 75% of the unfunded portion.

Section L - Temporary Employees

1. Holiday Pay: Any full time temporary employee who completes six (6) months continuous

service with the City shall receive time and one-half for work on a holiday

2. **Accrual of Sick Leave and Vacation Credit:** Full time temporary or seasonal employees hired into a regular full time City position shall be pursuant to the following procedures:

Accrual of sick leave and vacation shall be credited to the employee from their initial date of hire as long as there is not a break in service of 30 calendar days or longer.

If such a break in service has occurred, the date for crediting the employee with sick leave and vacation credits shall be the date the employee was re-hired following the break in service.

An employee shall not receive any sick leave or vacation credit for any workweek of less than full time in determining the retroactive accrual credits.

Sick Leave credits may be used by the employee immediately per City policy. Vacation may not be used or accrued until the employee has completed their probationary period, and the contract provisions governing vacation shall apply.

Section M – Boot Allowance:

Safety and Footwear: The City will supply all required equipment, rain gear, and gloves if appropriate. All employees who are required by the City to wear safety footwear per ANSI Safety Standards will be reimbursed up to two hundred and fifty dollars (\$250) when receipts are provided. Safety footwear is defined as footwear that is required for employees to safely perform their normal assignments; for example, a requirement that the footwear provides adequate foot and ankle support.

Commercial Driver’s License: Commercial Driver’s License fees shall be borne by the City. Non-City training or testing shall not be compensated. The City will reimburse out-of-pocket expenses associated with required health exams, up to the rate contracted by the City with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the City. If the employee wished to use a medical service other than the contracted vendor, the City will reimburse only up to the amount contracted with the City-selected vendor; the employee will be responsible for charges in excess of the contracted amount. The City will not pay for Washington Driver’s License.

Section N: Required Safety Prescription Glasses: The city will provide up to \$200 every other year for an employee to purchase safety prescription glasses. The employee must notice his Superintendent of such a request by July of each year in order for the funds to be applied in the following budget. The employee shall provide receipts which show proof the glasses are safety standards.

Section O: Direct Deposit

Effective January 1, 2020 all new employees will be required to enroll in direct deposit.

ARTICLE V - PAID LEAVE

Section A - Vacation

Annual leave with pay shall accrue to each full-time employee of the City at the following rates:

1. Effective January 1, 1988, annual leave with pay will accrue at the following rate:

<u>Upon Completion of:</u>	<u>Hours</u>	<u>Work Days</u>
1 through 5 years	88 hours	11
6 through 10 years	128 hours	16
11 through 15 years	168 hours	21
16 through 20 years	208 hours	26
21 through 25 years	248 hours	31

2. Annual leave will be granted full-time regular employees only after the completion of the 6-month probationary period. Thereafter, the leave credited for any month of service may be taken in any subsequent month; provided, however, application for such leave will be made in advance and approved by the Department Head.
3. No employee shall be permitted to accumulate annual leave in excess of the amount earned over a two (2) year period and such leave is subject to provision "2" stated above.
4. This paragraph concerning vacation cash out will be held in abeyance and not allowed for the duration of this agreement dated ~~1/1/2018 to 12/31/2018~~ 1/1/19 to 12/31/2020. An employee may cash out up to 40 hours of vacation per year, subject to the following provisions: The employee must maintain a minimum of 200 hours of combined sick leave and vacation time at the time of the request and must maintain at least 80 hours of vacation. In September of each year, an employee that wants to cash out a portion of his/her vacation hours will submit a request to Human Resources on the vacation cash out form. The employee may then cash out the vacation during the following calendar year by sending a copy of the request to payroll. Vacation cash out will be on a regular paycheck.

Section B - Sick Leave

The use of sick leave benefits is considered a privilege and not a right, and may only be used in the event of actual illness or disability to the employee or family member as provided for in this Agreement. In the event of a serious illness to an employee who has exhausted his/her sick leave accrual, the City Manager may advance sick leave credits. However, approval or denial of such a request is at the discretion of the City Manager without the right to grieve the decision.

1. **Sick Leave Accrual:** Sick leave shall accrue at the rate of 3.69 hours per pay period for all regular full-time employees covered by this Agreement. Regular part-time employees shall accrue sick leave on a prorated basis, based upon the budgeted allocation of hours for the position.

The maximum sick leave accrual is unlimited for employees eligible to accrue sick leave. Sick leave shall continue to accrue while the employee is on authorized paid leave.

2. Notification Requirements: An employee requesting sick leave usage must provide the proper notice as established by the Department Head. When a Department Head has reasonable cause to believe that an employee has misused his/her sick leave benefits, the Department Head may require the employee to provide proof of illness from a medical doctor.
3. Use of Sick Leave: Sick leave may be used for the following:
 - a. Illness or injury to the employee, on or off the job, resulting in an inability of the employee to perform his/her work.
 - b. Illness/injury to the employee's immediate family requiring the attendance of the employee to medically care for the family member. Proof of this medical need may be requested by the City in the form of a doctor's verification.

Immediate family, for purposes of sick leave benefits, is defined as follows: Immediate family shall include persons related by blood, marriage, or legal adoption, which includes: parent, wife, husband, brother, sister, child, grandparents, grandchildren, and any relative living in the employee's household. Use of sick leave is limited to three (3) days per incident, unless additional time is approved by the Department Head, or the employee qualifies under the Family Leave benefits.

- c. Funeral Leave: Sick leave may be used for purposes of attending a funeral of a family member. Use of sick leave for such reason shall be three (3) workdays in any one instance. Upon request of an employee, additional days shall be granted if he/she encounters extenuating circumstances or must travel great distances.
- d. Maternity Leave: Illness/disability resulting from pregnancy, miscarriage, or childbirth shall be charged to sick leave and then, if necessary, to vacation accrual. Upon expiration of paid leave (sick leave, vacation, compensatory time, etc.), an employee may request a maternity leave of absence without pay. The duration of a maternity leave of absence shall be based upon medical evidence provided to the employer.
- e. Family Leave: Employees are covered by Federal/State Family Leave legislation which provides for leave of absence to care for a newborn child, adopted child or a child terminally ill. See the City of Port Angeles Personnel Policy and Procedure Manual, Chapter 7.06, Family Leave.

- f. Donation of Paid Leave Time for Catastrophic Illness/Injury: An employee may donate sick leave, vacation, compensatory time, or holiday time to another employee who has exhausted all paid leave time resulting from a catastrophic illness/injury. See the City's Personnel Policy and Procedures Manual, Chapter 7, Leaves of Absence, for specific conditions and eligibility procedures.
- g. Worker's Compensation: An employee injured on the job, receiving workers compensation benefits, may use accrued sick leave, compensatory time, vacation, and floating holiday credits to supplement the difference in worker's compensation benefits and the employee's regular wages. The total of worker's compensation benefits and sick leave credits shall not exceed the employee's normal take-home pay.

4. ~~4.~~ Sick Leave Cash-Out: Twenty-five percent (25%) of accumulated sick leave, to a maximum of 960 hours, will be paid to the employee upon retirement, death or resignation in good standing when the employee has ten (10) years or more of regular full-time service with the City. An employee leaving City service not in good standing or terminated for just cause is not eligible for this benefit. In the event of the death of an employee, the City will pay 50% of accumulated sick leave.

4.5. Washington Paid Family & Medical Leave – effective the first of the month following ratification of the contract, employee agrees to pay 63% of the 0.4% premium.

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Section C - Holidays

The following named days shall be holidays to be observed at a time provided under State law:

New Year's Day	Labor Day
Veteran's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Martin Luther King Jr. Birthday

Plus two (2) floating holidays, to be taken in eight (8) hour increments, at a time mutually agreeable between the employee and the City. Employees hired during January through June shall receive two floating holidays; employees hired in July through November shall receive one floating holiday. Employees hired in December do not receive a floating holiday

Floating holidays must be taken no later than the first pay period in December. Floating holidays cannot be carried into the next year.

Whenever any of the above-named holiday's falls on a Sunday, Monday shall be the holiday; and whenever the holiday falls on a Saturday, the previous Friday shall be the holiday. For those employees who do not work on a Monday through Friday shift, and their holiday falls on their scheduled day off, the holiday(s) shall be observed on the next following work day(s).

Employees shall receive holiday benefits for each observed holiday according to the work schedule mandated by the employer at the time of the holiday. For example, if an employee's regular schedule is a required 4/10, that employee will receive 10 hours holiday time for that day.

Section D – Bereavement Leave

An Employee who has a death or critical illness where death appears imminent in his/her immediate family will be granted up to three (3) workdays off with pay (an employee will not be required to use accumulated vacation leave, sick leave, or compensatory time) at the employee's regular rate of pay. Immediate family for the purpose of this article shall be defined as mother, father, spouse, children, sister, brother, grandparents, mother-in-law and father-in-law.

When approved by the department head, an extension of a bereavement leave, either without pay or by using accumulated vacation leave, sick leave, or compensatory time, may be granted for the employee where conditions necessitate it.

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ARTICLE VI - HEALTH AND WELFARE BENEFITS

Section A - Health Benefits

During the term of this Agreement, the City agrees to provide medical, dental, vision, and prescription drug coverage for regular full-time and regular part-time employees (who are budgeted to work 20 hours or more per week) and their eligible dependents.

Medical Insurance:

The city shall provide medical insurance through AWC and cover 87.5% of the premium for employees and eligible dependents for the HealthFirst medical plan.

Effective January 1, 2018, the City agrees to provide family medical coverage under the AWC Regence High Deductible Health Care Plan (HDHP). Additionally, the City will contribute an annual \$1500 for employee and \$3000 for family to a Health Savings Account (HSA) and \$2400 for employee and \$4800 for family to a medical bridge (medical bridge will be administered by Rapport Benefits Group). An employee may elect to contribute via payroll deduction and per the IRS guidelines, to the HSA.

If an employee elects to opt out of medical, he/she will be eligible to receive 65% of the Regence HDHP premium per month with proof of other coverage.

If an employee is age 65 years or older and is currently enrolled in the City's medical plan and Medicare, the employee is eligible for a \$1500 for employee only or \$3000 cash payment in lieu of a contribution to an HSA. Instead of cash payment the employee may elect to put the payment into an eligible deferred compensation plan or a flexible spending account. The decision must be made by December 15th of each year.

2018 Transition year for employees currently enrolled in the Kaiser Access PPO plan:

The City recognizes that switching health care plans includes getting pre-approvals for future procedures, treatments, etc. If an employee is currently enrolled in the Kaiser Access PPO (formerly known as Group Health Access PPO) plan and has long-term treatment plans that have already been approved, they may choose to stay on the Kaiser Access PPO plan through 12/31/18.

If an employee would like to elect to stay on the Kaiser plan, they will need to submit the request to

Human Resources with an explanation for the reason why and will need to be approved by the City Manager.

The cost sharing of premiums for employees will continue to be 12.5% of the monthly medical premium.

Vision: The City agrees to purchase the AWC vision plan, (\$25 deductible option).

Dental Insurance:

The City shall fund the dental coverage for the employee and eligible dependents for the duration of the agreement for the AWC Dental Plan F benefits. The City reserves the right to change insurance carriers as long as the benefits are equal to or greater than the plans noted above. If the City considers changing insurance carriers, the City shall notice the union prior to any change to meet and discuss the proposed action.

Section B - Term Life Insurance:

The City agrees to extend life insurance coverage to regular full time employees represented by Local #1619 equal to one times their annual salary, rounded to the nearest thousand, to a maximum of \$50,000. Amounts beyond the annual salary coverage or for spouses will be at the employee's expense through payroll deduction procedures.

Section C - Deferred Compensation:

The City agrees to allow continued employee participation in a deferred compensation plan through payroll deduction.

Section D - IRS 125 Account:

The City shall provide an IRS 125 account for each employee who chooses to participate in the program. Any cost associated with the implementation or maintenance shall be paid by the City.

Section E – Long-Term Disability Insurance:

The City agrees to provide long-term disability insurance coverage for regular employees that work 30 hours or more per week. The coverage shall have a 90-day waiting period and benefits are subject to the terms and conditions of the plan booklet, provided to each employee.

ARTICLE VII - GRIEVANCE PROCEDURE

Section A - Objectives

To informally settle disagreements at the employee-supervisor level; to provide an orderly procedure to handle the grievance through each level of supervision; to correct if possible, the cause of the grievance to prevent future complaints; to promote harmonious relations among employees, their Division Managers, and departmental administrators; to assure fair and equitable treatment of employees; and to resolve grievances at the departmental level before appeal to higher levels.

Section B - Definitions

The following terms, as used in this Article, shall have the following meaning:

Grievance: A complaint by an employee concerning the interpretation or application of this Agreement. A grievance may be filed when the employee believes an injustice has been done because of unfair application of a City policy or an alleged violation of any term or condition of this Agreement.

Day: Calendar day, exclusive of Saturday, Sunday, and legal holidays.

Employee: A regular full-time or regular part-time employee covered by this Agreement.

Immediate Supervisor: The Division Head who assigns, reviews, or directs the work of an employee.

Representative: A person who is appointed by the Union or is a Union official who appears on behalf of the employee.

Department Head: The employee reporting to the City Manager, having direct responsibility over a City Department.

Section C - Exclusions.

1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work in violation of applicable sections of this Agreement, City policy, or State law.
2. Work performance evaluations.
3. Impasses in collective bargaining.
4. Grievances filed after ten (10) work days from date of occurrence, or after ten (10) work days from the date the employee had knowledge of an occurrence.

Section D - Time Limits

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the City to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

Section E - The Parties' Rights and Restrictions.

1. An employee may have Union representatives present at all steps of the grievance procedure.
2. Reasonable time in processing a grievance will be allowed during regular working hours for the Union Officer or Union Official, with advance supervisory approval.
3. Only a person selected by the employee and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as an employee's representative.
4. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the City, except as specified in this Agreement.
5. Grievances of an identical nature, involving an alleged violation of the same Article, Section, etc., concerning the same subject matter, may be consolidated.
6. Confidential Communication: Any communications between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance will be defined as confidential.
7. The Union, as an organization, may file a grievance alleging that the City has violated specific rights afforded the organization in the Agreement. Such grievance shall be filed directly at Step 1 (Department Head level), and shall be bound by the time limitations and procedures set forth in the grievance procedure.

Section F - Informal Grievance Disposition

Within the time limits specified above, the employee will promptly and verbally meet to discuss the complaint with his/her Division Manager. In those circumstances where the nature of the complaint involves the Division Manager, the employee may proceed to Step 1 of the formal grievance process, the Department Head. If the Division Manager fails to reply to the employee within five (5) days of the meeting, or if the employee is not satisfied with the decision, the employee may, within five (5) days, utilize the formal grievance procedure. Prior to initiating the formal grievance procedure, the employee shall submit the matter to the Union Grievance Committee for review and authorization. If approved by this Committee, the grievance may

proceed.

Section G - Formal Grievance Procedure

Step 1 - Department Head: The grievance procedure shall be initiated by the employee stating the nature of the grievance, the alleged violation by section or number, and the desired solution, in writing on the Union grievance form, together with any supporting documents.

The grievance form and supporting documents shall be delivered to the Department Head within the time frames specified in the grievance procedure.

The Department Head shall hold a meeting with the employee and his/her representative, if requested, within ten (10) days from the date the grievance is received, and attempt to settle the grievance.

A decision shall be made, in writing, on the original grievance form, to the employee by the Department Head within ten (10) days from the close of the meeting.

Step 2 - City Manager: If the employee is not satisfied with the decision of the Department Head, he may appeal the decision to the City Manager within ten (10) days from receipt of the Department Head's decision.

The City Manager or his designee will hold a meeting with the concerned parties within ten (10) days of receipt of the grievance, all supporting documents, the Department Head's response, and the remedy requested, and issues a written decision within ten (10) days after the close of the meeting.

Step 3 - Binding Arbitration: The Union shall have twenty calendar days from receipt of the City Managers decision to request binding arbitration. If the grievance is submitted to binding arbitration, the Union representative and the Human Resources Manager shall, set a date for a meeting to:

1. Agree to any stipulations.
2. Attempt to agree upon an issue statement.
3. Jointly request from the American Arbitration Association, Federal Mediation and Conciliation Service, or other mutually agreed-upon source, a list of nine (9) arbitrators and upon receipt of this list, the parties will toss a coin to see who strikes the first name, and then each shall alternately strike a name, to arrive at an arbitrator who will hear the grievance. However, the parties may mutually agree upon an arbitrator without using the above arbitration service, or agree to request another list of names if both parties are not satisfied with the names on the initial list of arbitrators.

The parties agree that the grievance shall be heard before the arbitrator selected at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the ability to alter or amend any portion of the labor Agreement, City policies, or regulations.

The cost of the arbitration process shall be shared equally between the parties. Any cost or fees related to the presentation of the case for each respective party shall be the responsibility of that party and shall not be shared as part of the arbitrator's expenses.

The arbitrator shall issue a written decision to the parties within thirty (30) calendar days of the close of the hearing.

ARTICLE VIII - DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2018 through December 31, 2018. Should either party desire to modify this Agreement, it shall serve written notice to the other party within six (6) months prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, we hereunto attach our signatures this _____ day of _____ 2017.

CITY OF PORT ANGELES:

AFSCME LOCAL #1619:

Patrick Downie, Mayor

Aaron Cole, Staff Representative

Dan McKeen, City Manager

Benjie Flores, Union President

Abbi Fountain, Human Resources Manager

Attachment A
AFSCME Classifications and Occupational Job Series

Listed below are all AFSCME classifications and occupational job series. For more information on how layoffs impact an occupational job series please see Article III Working Conditions Section E Layoff Procedures for more information.

Pay ranges can be found on attached AFSCME Salary Schedule.

Note: Not all classifications are active.

Classifications within an Occupational Job Series

Utility Worker I
Utility Worker II
Leadworker
Street/Traffic Supervisor (may bump UW I/II)
Backflow Prevention Inspector
~~Collections Coordinator~~
~~Solid Waste Collection Supervisor~~ Transfer Station Supervisor (may bump UW I/II)

WWTP Operator I/OIT
WWTP Operator II
WWTP Lab. Specialist
WWTP Operator III
WWTP Source Control Coordinator

Water Treatment Plt. Oper. I/OIT
Water Trt. Plt. Oper. II
Water Plant SCADA Technician
Water Trt. Plt. Oper III
Water Treatment Plant Supervisor

Parks Caretaker
Parks Facility Caretaker
Parks Leadworker

GIS CADD Specialist I
GIS CADD Specialist II

Assistant Civil Engineer I
Assistant Civil Engineer II
Civil/Utility Engineer
Engineering Project Supervisor

Planning Technician
Assistant Planner
Associate Planner

Customer Service Representative
Utility Billing Specialist (may bump CSR)
Utility Services Coordinator (may bump CSR)

Meter Reader I
Meter Reader II

Accounting Technician I
Accounting Technician II
Accountant
Information Support Specialist

Systems Analyst
Systems Coordinator
Systems Administrator

Administrative Specialist Trainee
Admin. Specialist I
Admin. Specialist II

Traffic Control Maintenance Specialist I
Traffic Control Maintenance Specialist II

Single Classifications

Custodian
Landfill Scale Attendant
Permit Technician (CED Dept.)
Contract Specialist
Recycling Coordinator
Electrical Engineering Specialist I
Elect. Eng. Spec. II
Development Services Specialist
Building Inspector
Seasonal Laborer/Worker
Cemetery Coordinator
Facilities Operations Specialist
Sports & Events Coordinator (used to be Recreation Coordinator)
Facility Rental Coordinator (used to be Facilities & Events Coordinator)
Public Works Inspector
Pollution Prevention Specialist
Backflow Prevention Specialist

AFSCME Salary Schedule will be added once approved by City Council