COLLECTIVE BARGAINING AGREEMENT

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.

ORIGINAL

COUNCIL 2
WASHINGTON STATE
COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME AFL-CIO

ORIGINAL

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MASTER AGREEMENT

This Agreement is entered into this 25th day of November, 2013, 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, 2014, and will terminate on December 31, 2016. In the month of July, 2016, the parties agree to undertake preliminary negotiations to enter into a new contract.

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. 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. The union, within fifteen (15) calendar days of receiving written notice may request collective bargaining to determine in which bargaining unit, if any, the position should be placed and other matters affecting wages, hours, and working conditions relating to such positions.

ARTICLE 2 - UNION SECURITY

Section 1. Employees Covered - Religious Exemption. The Employer and the Union agree that all employees covered by the bargaining units will become and remain members in good standing in the Union or pay a representation fee equal to monthly dues to the Union within thirty (30) days from the signing of this Agreement as a condition of employment. All new employees covered by the bargaining units represented by the Union hired during the term of this Agreement shall join the Union or agree to pay a representation fee within thirty (30) days from their date of hire. Provided, however, if any employee objects on valid religious grounds, the employee will be exempt from Union membership, but will pay an equivalent amount of dues which will be donated to a charity chosen by agreement between the employee and the local Union. If no agreement can be reached, the Public Employment Relations Commission shall be asked to make a determination.

Section 2. Union Dues - Payroll Deduction. The Employer agrees to deduct from the paycheck of each employee who has authorized it, the regular monthly dues uniformly required of members of the Union, and a like amount by an employee who has requested non-membership due to religious beliefs. The Union shall furnish the Employer with

a list of members and those qualifying for religious exemptions who have failed to maintain membership dues or religious exemption obligations, and will state in writing the action the Union wishes taken. If discharge is requested, ten (10) working days written notice must be given by the bargaining unit to the Employer and the employee prior to declaration of discharge for noncompliance, which may be extended by mutual agreement between the Employer, the employee and the bargaining unit.

Section 3. 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 check-off of Union dues, including claims or suits resulting from employee discipline or dismissal as a result of failure to pay membership dues.

Section 4. Refund to Employer - When. 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

Section 1. Discrimination Prohibited. The Employer and the Union agree that they will not discriminate unfairly 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 - UNION STEWARDS

Section 1. 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 2. 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 his right to have a Union representative present.

Section 3. 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.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Defined. A grievance is a claim or dispute by an employee or the Union with respect to the interpretation or application of the provisions of this Agreement.

Section 2. 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 3. Steps in Grievance Resolution. An employee who feels he has 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 employee's immediate supervisor within eighteen (18) calendar 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 supervisor shall discuss the grievance with the employee and his shop steward in an attempt to resolve the issue, and shall issue a written decision within seven (7) calendar days after the grievance has been filed.
>
> **Step 2.** If the Union is not satisfied with the solution of the supervisor, 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 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. The Department Head shall attempt to resolve the grievance within seven (7) calendar days after it has been presented to him. Either party may request an informal meeting prior to the Department Head's written response.
>
> **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 all supporting documentation and pertinent material, to the Mayor for resolution.
>
> **Step 4**. Any grievance involving the interpretation or application of this Agreement which is not resolved by the Mayor within twenty-one (21) calendar days after it is submitted to the Mayor may be referred to arbitration; provided, however, that any demand for arbitration must be filed, in writing, within forty (40) calendar days after the grievance has been presented to the Mayor.

Section 4. 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 5. 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 6. 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 6 - UNIFORMS 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.

ARTICLE 7 - STANDING COMMITTEES

Section 1. Union Committee. The Union agrees to appoint a committee of not more than four (4) members plus their AFSCME staff representative. The Union may have an additional member or members present when necessary as a resource person for the specific topic under discussion. The Union agrees on the request of the Employer to furnish the Employer with the names of its committee members and the name and address of the committee chairman.

Section 2. Employer Committee. The Employer agrees to appoint a committee of not more than four (4) persons. The Employer may have an additional representative or representatives present when necessary as resource persons for the specific topic under discussion. The Employer agrees on request of the Union to furnish the Union with the names of its committee members and the name and address of the committee chairman.

Section 3. Negotiation Committee. These two committees, Employer Committee and Union Committee, shall act as a Negotiation Committee for the Union and the Employer. 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 to the respective committee chairman not less than five (5) days before such requested meeting.

Section 4. Meetings During Term of Contract. The committees may meet by mutual agreement during the term of the contract to discuss issues arising under the contract. It is recommended that the committees meet periodically to discuss matters related to this contract or other conditions of employment the parties feel necessary to discuss.

ARTICLE 8 -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 9 – HOLIDAYS

Section 1. Holidays Recognized. Except for employees classified as Waterworks Operators, Police Clerks, Fire Desk Clerks, Sewer Treatment Plant Operators, Caretakers, or any other 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.

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. Employees classified as Waterworks Operators, Police Services Specialists, Sewer Treatment Plant Operators, Caretakers, Police Correction Officers, or any other 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. Scheduling of these holidays shall be by mutual agreement with the Department Head. 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 of 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 Christmas Day or Thanksgiving Day shall receive overtime pay under Section 7 of Article 15.

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 15.

ARTICLE 10 - 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 his 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 (such as, the federal Family Medical Leave Act, the Washington state Family Leave Act (Chapter 49.78 RCW), and RCW 49.12.270 (sick leave used to care for child with health condition that requires treatment or supervision). Use of sick leave concurrent with federal and state mandatory leave laws shall follow the relevant provisions of the Employer's Personnel Policies.

Section 2. Proof of Illness - Examination. To be compensated for sick leave, the employee shall, upon the request of the Employer, furnish proof of illness which may include a doctor's certificate. In addition, the Employer may require the employee to submit to an examination by an Employer-appointed physician at the Employer's expense.

Section 3. 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 a future paycheck(s) will be reduced 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 4. 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 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 his 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.

ARTICLE 11 - 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 - Full Days - 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, than an employee not scheduling his vacation during January does not have the right to take another employee's scheduled vacation time due to seniority. Vacations shall be taken in full work days unless the Department Head or his designee approves otherwise. If the employer requests the employee to work on a day of his 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 his 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 his termination but shall not receive any additional benefits, including any salary increases, granted to other Employer employees effective after the date of his 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 6(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 his 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 12 - DEATH BENEFIT

The Employer shall make available term life insurance with a death benefit in the amount of $50,000 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 13 - 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.

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 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, the employee and the Union representative shall be provided an opportunity to respond in person and in writing.

Section 3. Methods of Discipline. The Employer agrees with the tenets of progressive and corrective discipline, where appropriate. Discipline should be administered for just cause in accordance with the following procedures:

a) **Oral Warning.** An oral warning shall be used for minor offenses which occur occasionally. The supervisor 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 is being given an opportunity to correct the condition. The employee shall be informed that if the condition is not corrected, he will be subject to more sever disciplinary measures. The supervisor should temporarily document the warning.

Oral warnings will not become part of the individual's personnel file. A supervisor's directives or instructions made on the job to an employee shall not constitute an oral warning.

b) **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 supervisor will discuss the reprimand with his immediate supervisor 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 his supervisor 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 his 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 supervisor may, as part of an appropriate written reprimand concerning a work-related problem, notify the employee that he is on disciplinary probation for a specific length of time. This status is short of suspension without pay or discharge; however, an employee on disciplinary probation is on notice that further disciplinary action may result in immediate termination of employment.

c) **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 supervisor 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.

d) **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 supervisor short of termination. It should be applied only after thorough evaluation by the Department Head or his designated representative. Depending on the circumstances, it may be desirable for the Department Head to consult with the Human Resources Director prior to administering a suspension. The supervisor shall state in writing the facts leading to the reason for the disciplinary suspension and the duration and terms of the suspension. The supervisor 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.

e) **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.

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 5. Grievances over written reprimands may be advanced only through Step 3 and not to arbitration.

ARTICLE 14 - FAMILY MEDICAL AND DENTAL INSURANCE

Section 1. Coverage Provided - Selection by Union - Change of Carriers. Effective January 1, 2014, the Employer shall pay the following amounts towards the monthly premiums for AWC Benefit Trust Healthfirst Plan (formerly PPO) for employees and their dependents:

Employee only	$520.15
Employee + Spouse	$1,043.86
Employee + spouse + 1 dependent	$1,300.46
Employee + spouse + 2 or more dependents	$1,512.73
Employee + 1 dependent	$776.74
Employee + 2 or more dependents	$989.01

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). Effective January 1, 2014, the Employer shall pay the following amounts towards the monthly premiums for the High Deductible Health Plan (HDHP) for employees and their dependents:

Employee only	$349.23
Employee + Spouse	$702.77
Employee + spouse + 1 dependent	$880.04
Employee + spouse + 2 or more dependents	$1,025.19
Employee + 1 dependent	$526.50
Employee + 2 or more dependents	$671.65

The balance of any employee's monthly premiums not covered by the above monthly payments by the city shall be paid by the employee and deducted from the employee's monthly salary; provided, for the years 2015 and 2016 only, the Employer shall pay the first three percent of any premium increase for 2015 and the first three percent increase for 2016, the employees shall pay the second three percent increase for 2015 and the second three percent increase for 2016, and that any increase over six percent in 2015 and any increase over six percent in 2016 shall be split 50/50 between the Employer and the employees.

In addition to the Employer's portion of the premium for employees enrolled in the HDHP, the Employer shall contribute $200.00 a month to the HSA of an eligible employee for each month in which the employee is enrolled in the HDHP under single coverage. The Employer shall contribute $400.00 a month to the HSA of an eligible employee for each month in which the employee is enrolled in the HDHP under family coverage. The Employer's HSA contributions made under this paragraph shall continue only through the December 5, 2014, paycheck.

Effective January 1, 2015, 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". Employees who enrolled in the HDHP prior to January 1, 2015, shall receive credit for consecutive years on the plan prior to that date.

The Employer's HSA matching contributions made under this section shall continue only through the December 5, 2016, paycheck unless an extension is negotiated.

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 15 - 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 eight (8) hour regularly scheduled work shift.

b) For all work performed at Employer's request in excess of forty (40) hours during 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. Days off on vacation leave shall be treated as days worked for determining overtime under this sub-section.

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 April 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.

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 16 - 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 while wearing self-contained breathing apparatus; provided, a minimum of one (1) hour at the double-time rate shall be paid for each occasion an operator is required to wear a respirator, even though the operator is not required to wear the respirator 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.

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.

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 due to the absence of another employee or due to the position being vacant. Examples would include a Police Clerk assigned to work as a Dispatcher or a Crew II or III assigned to lead a crew as a Crew IV. Out-of-class pay shall be paid at the step in the higher classification which provides a minimum of a 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 reclass review in accordance with Article 20.

ARTICLE 17 - WAGES

Section 1. Pay Schedule - Classification Plan. Effective January 1, 2014, all employees shall be paid in accordance with Appendix A (salary schedule). Effective January 1, 2015, the salary schedule in Appendix A shall be increased across the board by one percent (1.0 %). Effective January 1, 2016, the salary schedule in effect as of December 31, 2015, shall be increased across the board by one percent (1.0 %).

ARTICLE 18 - OTHER LEAVE

Section 1. Funeral and Bereavement 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 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 his medical/dental insurance coverage by paying the full cost to the Employer in advance for each month or portion thereof for which he is 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 his 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 19 - GENERAL PROVISIONS

Section 1. Mileage Allowance. The mileage rate shall be no less than $0.295 per mile, but shall be increased if the mileage rate as provided by the Personnel Policies is increased.

Section 2. Use of Privately Owned Vehicle. An employee will not be required to use his 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.

ARTICLE 20 - PROMOTIONS AND SENIORITY

Section 1. 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. Within an equally qualified group of applicants, 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.

The qualifications relied on by the Employer to make promotional decisions must relate to the skills and ability needed to perform the work. It is recognized that job descriptions should be revised from time to time and that some job descriptions may cover several different actual jobs requiring varying skills or skill levels. Published mandatory and desired qualifications in a job description which are not relevant to the actual job available shall not be used to disqualify a candidate for a particular job. Either party may petition the Personnel Committee to modify and revise a job description, in which case the revised description shall apply in determining whether an employee is qualified and eligible.

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 has been unjustly dealt with in the matter of promotion, the employee may present the case as provided in Article 5.

Section 2. 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 3. 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 his 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 21 - 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 his 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
B. Accounting Assistant/EMS Utility
C. Accounting Technician I & II
D. Animal Control Officer
E. Animal Shelter Custodian
F. Asst. City Electrician
G. Building Inspector I and II
H. City Electrician
I. Civil Engineer I and II
J. Corrections Officer
K. Customer Service Rep. – Water
L. Customer Service Supervisor – Water
M. Electrical Technician
N. Engineering Technician I, II, & III
O. Engineering Technician IV
P. Engineering Technician V
Q. Equipment Technician – Sewer
R. Equipment Rental Mechanic
S. Equipment Rental Parts & Service Technician
T. Evidence Specialist
U. Human Resources Assistant
V. Investigations Specialist
W. Lab Supervisor – Sewer
X. 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
Y. Meter Reader
Z. Parking Enforcement Officer
AA. Parks Maintenance Supervisor
BB. Parks Maintenance Worker I, II, and III
CC. Permit Technician – Building & Code Compliance
DD. Plant Operator I and II – Sewer
EE. Plant Operator III – Sewer
FF. Police Services Specialist
GG. Recreation Supervisor
HH. Sewer Lift Station Crew
II. Sign Technician
JJ. Stormwater Maintenance Supervisor

KK. Street Maintenance Supervisor
LL. Water Administrative Coordinator
MM. Water Equipment Technician
NN. Water Maintenance Supervisor
OO. Water Treatment Supervisor
PP. Waterworks Operator
QQ. WWS Administrative Coordinator
RR. WWS Maintenance Supervisor
SS. WWTP Operations & Maintenance Supervisor

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

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

ARTICLE 22 - 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.

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 5 - 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 23 - 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.

Section 6. Effect on Benefits - Holidays-Allocation of Benefits. The implementation of a flexible work schedule or a ten (10) hour four (4) day work week shall not have the effect of either decreasing or increasing the benefits otherwise granted to employees under these contracts. Prior to implementing a non-standard work schedule under this Article which may entail an allocation of benefits, the parties agree to meet and confer to determine the proper allocation. If differences do arise regarding the allocation of benefits under this Section, the parties agree to meet and confer under Article 7, Section 4 to resolve differences.

ARTICLE 24 - 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. Show-Up Time. An employee who is called out to work on a regular shift and subsequently sent home for lack of work shall be entitled to three (3) hours show-up time at the regular rate of pay.

Section 4. 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 5. 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 25 - 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.

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

Hannah Franks, Staff Representative

Ralph Malizia, Chapter Chairperson

Lisa Nicklas, Negotiating Committee

Elaine Mortimeyer, Negotiating Committee

Jeremy Wintrip, Negotiating Committee

Ron Covall, , Negotiating Committee

Dorene Perez, Negotiating Committee

CITY OF ABERDEEN

Bill Simpson, Mayor

Attest:

Kathryn Skolrood, Finance Director

Approved as to form:

Eric S. Nelson, Corporation Counsel

ABERDEEN MUNICIPAL COURT

Hon. Paul D. Conroy, 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

INCLUDED POSITIONS

Maintenance Worker I, II, III, and IV - Sewer, Street, and Water; Sign Technician; Street Maintenance Supervisor; Wastewater Treatment Plant Supervisor; Sewer Inspection and Maintenance Supervisor I - III; Sewer Inspector and Senior Sewer Inspector; Water Meter Reader; Water Customer Service Representative; Water Customer Service Supervisor; Waterworks Operator; Mechanic and Senior Mechanic; Water Equipment Technician; Wastewater Systems Equipment Technician ; Parks Maintenance Worker I, II, and III; Assistant City Electrician; Electrical Technician; City Electrician; Storekeeper - Equipment Rental and Water; Wastewater Treatment Plant Trainee ; Wastewater Treatment Plant Operator I and II; Wastewater Treatment Plant Lab Technician; Wynoochee Dam Assistant Operator.

EXCLUDED POSITIONS

Assistant Director Parks & Recreation ; Wastewater Systems Manager; Water Systems Manager; Wynoochee Dam Chief Operator ; Transportation Systems 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 supervisor. The regularly assigned work shifts for the sweeper, flusher, and vactor operators shall be as agreed between the operators and their supervisors. 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.

PROVISION 3 - TELEPHONE WATCH OR WEEKEND WATCH TIME

Section 1. Water Department employees on telephone watch or weekend watch time called out to perform work, shall be paid for that work at the rate of one and one-half (1-1/2) times their normal hourly rate. Water Department employees on telephone watch will be required to perform certain monitoring functions of the water

system via the computer and SCADA system during the morning of each Saturday, Sunday, and holiday of the watch and record information in a daily log, which work shall be paid at the rate of one and one-half (1½) times their normal hourly rate for two hours each day. Any such payments shall be included with the payments set forth in Section 2 of this Article, and if employees accrue more than the payments set forth in Section 2 of this Article, they shall be paid that additional amount.

Section 2. Water Department employees on telephone watch time or weekend watch shall be paid one-half (1/2) their regular rate of pay for twenty-four (24) hours for each twenty-four (24) hour day. Watch time shall be considered as the time from 12:00 midnight Friday to 12:00 midnight Sunday. Employees on telephone watch time or weekend watch time on a holiday shall receive an equivalent amount of annual leave to be added to their accrual. It is recognized that any overtime pay as set forth in Section 1 above will be included within the one-half (1/2) the regular rate of pay for twenty-four (24) hours periods except when the overtime pay exceed the one-half (1/2) the regular rate of pay for the twenty-four (24) hour period.

Section 3. Waterworks Operators, serving as residential caretakers at the Wishkah Headworks and the lower Wynoochee Intake, are not entitled to receive the overtime benefits set forth in Article 16 of this contract or the "telephone watch" or "week end watch" pay in Sections 1 and 2 above. Instead, in addition to their monthly salary, residential caretakers shall receive free housing (including local telephone service, water, sewer, and garbage utility service) in exchange for standby time served at their designated waterworks facilities. Residential caretakers when actually performing work shall be paid for that work at their normal hourly rate. If actual hours worked by residential caretakers exceed 40 hours in a regular workweek, the residential caretakers shall be paid for such hours at the overtime rate.

Section 4. Employees agree to do public work of such nature that comes under his 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.

PROVISION 4 - PROTECTIVE CLOTHING

For employees exposed to the elements as a regular condition of employment, the following articles of protective wear shall be provided by the Employer: one pair of rubber boots, three work trousers, three shirts, one coat with lining, one hard hat, one pair rain pants and coat, and one 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.

PROVISION 5 – AFTER HOURS WATCH FOR STREET AND SEWER DEPARTMENTS

The Employer may implement an after hours on-call schedule ("watch") for weekdays, weekends, and holidays for the Street and Sewer Departments subject to this Provision. Watches will be scheduled by the Employer after considering available funds, staffing levels, and existing or anticipated special conditions. It is anticipated that weekday watches will be infrequent.

1. To be eligible for watch an employee must be able to respond to the shop within 30 minutes. The determination of the qualifications of an employee to be on watch is a management decision.

2. Employees on watch shall carry and keep charged a City furnished cell phone/pager.

3. 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 department on a rotating basis. Employees may voluntarily agree to trade or reassign their watch.

4. Qualified employees in one department may volunteer for a watch in the other department only if no volunteers in the other department are available for the watch or if a voluntary trade is made between the employees.

5. The employee on watch shall respond to a call if the employee cannot find another employee to respond within thirty (30) minutes of receiving the initial call.

6. Employees shall be paid $4.00 an hour for watch time. In addition to payment for watch time, employees on watch shall be paid at the overtime rate in thirty (30) minute increments for responding to calls and alarms that can be resolved from home. In addition to payment for watch time, responses that require the employee to leave home shall be paid in accordance with Article 15, Section 5.

7. 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.

8. No extra payment is given for receiving a call and forwarding the work request to another employee.

9. Weekday watches may cover hours not covered by a weekend or holiday watch or regularly assigned work shifts. The maximum weekday watch period would be the time between two regularly assigned work shifts.

10. Weekend watch may cover hours from end of shift on Friday (4:30 pm) to the beginning of shift on Monday (8:00 am) that are not covered by a regularly assigned work shift.

11. Employees on a weekend watch that includes a holiday on a Monday or Friday shall receive an additional twenty-four hours of watch pay for the holiday (total of 87 hours). Employees on a weekday watch that includes a mid-week holiday shall receive an additional twenty-four hours of watch pay (total of 39 hours).

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; Corrections Officers; 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 work week shall be forty (40) hours of work for all full-time employees, to consist of five (5) eight (8) hours days or shifts. 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 worked in excess of an eight (8) hour shift (not to exceed nine (9) hours in any one day) or forty (40) hours in a work week.

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.

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 - CLOTHING ALLOWANCE

The Employer will provide two (2) uniforms and protective clothing, including one (1) NIJ "Spike 2" vest and protective shoes for Corrections Officers, when required by the Employer."

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; Accountant I; Administrative Secretary (to City Engineer); Office Assistant; Human Resources Assistant; Department Secretary; Wastewater Systems Office Specialist; Administrative Assistant/Wynoochee Dam.

EXCLUDED POSITIONS

Personnel Coordinator; Assistant Finance Director; Accountant II and III; Public Works Accountant; Legal Administrative Assistant (Secretary to Corporation Counsel); Computer Network Coordinator; Administrative Secretary (Secretary to Fire Chief); Police Administrative Secretary (Secretary to Police Chief); Executive Secretary (to Mayor and Public Works Director.)

UNIT D: Engineer Personnel

INCLUDED POSITIONS

Building Inspector I and II; Engineering Technician I, II, III, and IV; Civil Engineer I and II; Code Enforcement Officer.

EXCLUDED POSITIONS

Building Inspector III; Civil Engineer III, City Engineer; City Planner.

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.

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.

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

Fire Desk Clerk; Accounting Assistant/EMS Utility

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

Fire Desk Clerks shall be paid at Range 11
Accounting Assistant/EMS Utility shall be paid at Range 15

CONTRACT ADDENDUM #5

NOTE: Negotiations for Addendum #5 still open as of 11/25/2013 ratification of Master Agreement.

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 of March 14, 2012, will take effect on January 1, 2012, and will terminate with the Master Agreement on the 31st day of December, 2013.

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 2 – Union Security
Article 4 – Union Stewards
Article 10 – Holidays
Article 11 – Sick Leave
Article 13 – Death Benefit
Article 15 – Family Medical & Dental Ins.
Article 16 – Overtime Pay
Article 18 – Wages
Article 20 – General Provisions
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 6 – Uniforms or Prot. Clothing
Article 7 – Union Officials Time Off

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

Article 5 – Grievance Procedures.

Section 1. Steps in Grievance Resolution. An employee who feels he has 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 his 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 sick leave if the funeral is to be held in the State of Washington and five (5) days of sick leave if it is to be held outside the State of Washington or if the employee is involved in administration of the estate. Sick leave under this section 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 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 his potential for promotion.

The Union or employee may submit an application for reclassification to the Judge who may choose at his 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 his 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 his 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 10 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 10 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.

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

DATED:_____

_____

Staff Representative

_____

Chapter Chairperson

_____

Negotiating Committee

ABERDEEN MUNICIPAL COURT

DATED:_____

_____

Hon. Susan Solan, Judge

APPENDIX A

November 25, 2013, Master Agreement

AFSCME 2014 Monthly Salary Schedule

Range	Step	Mthly Salary	Hourly Rate	O/T Rate
11	1	2,866	16.53	24.80
	2	3,019	17.42	26.13
	3	3,169	18.28	27.42
	4	3,331	19.22	28.83
	5	3,500	20.19	30.29
12	1	3,019	17.42	26.13
	2	3,169	18.28	27.42
	3	3,331	19.22	28.83
	4	3,500	20.19	30.29
	5	3,676	21.21	31.82
13	1	3,169	18.28	27.43
	2	3,331	19.22	28.83
	3	3,500	20.19	30.29
	4	3,676	21.21	31.81
	5	3,850	22.21	33.32
14	1	3,331	19.22	28.83
	2	3,500	20.19	30.29
	3	3,676	21.21	31.81
	4	3,850	22.21	33.32
	5	4,050	23.37	35.05
15	1	3,500	20.19	30.29
	2	3,676	21.21	31.81
	3	3,850	22.21	33.32
	4	4,050	23.37	35.05
	5	4,259	24.57	36.86
16	1	3,676	21.21	31.81
	2	3,850	22.21	33.32
	3	4,050	23.37	35.05
	4	4,259	24.57	36.86
	5	4,466	25.77	38.65
17	1	3,850	22.21	33.32
	2	4,050	23.37	35.05
	3	4,259	24.57	36.86
	4	4,466	25.77	38.65
	5	4,687	27.04	40.56
18	1	4,050	23.37	35.05
	2	4,259	24.57	36.86
	3	4,466	25.77	38.65
	4	4,687	27.04	40.56
	5	4,923	28.40	42.61
19	1	4,259	24.57	36.86
	2	4,466	25.77	38.65
	3	4,687	27.04	40.56
	4	4,923	28.40	42.61
	5	5,164	29.80	44.69
20	1	4,466	25.77	38.65
	2	4,687	27.04	40.56
	3	4,923	28.40	42.61
	4	5,164	29.80	44.69
	5	5,422	31.28	46.92
21	1	4,687	27.04	40.56
	2	4,923	28.40	42.61
	3	5,164	29.80	44.69
	4	5,422	31.28	46.92
	5	5,697	32.87	49.30
22	1	4,923	28.40	42.61
	2	5,164	29.80	44.69
	3	5,422	31.28	46.92
	4	5,697	32.87	49.30
	5	5,992	34.57	51.85
23	1	5,164	29.80	44.69
	2	5,422	31.28	46.92
	3	5,697	32.87	49.30
	4	5,992	34.57	51.85
	5	6,280	36.23	54.35
24	1	5,422	31.28	46.92
	2	5,697	32.87	49.30
	3	5,992	34.57	51.85
	4	6,280	36.23	54.35
	5	6,602	38.09	57.14
25	1	5,697	32.87	49.30
	2	5,992	34.57	51.85
	3	6,280	36.23	54.35
	4	6,602	38.09	57.14
	5	6,927	39.96	59.94
26	1	5,992	34.57	51.85
	2	6,280	36.23	54.35
	3	6,602	38.09	57.14
	4	6,927	39.96	59.94
	5	7,278	41.99	62.98
27	1	6,280	36.23	54.35
	2	6,602	38.09	57.14
	3	6,927	39.96	59.94
	4	7,278	41.99	62.98
	5	7,641	44.08	66.12
28	1	6,602	38.09	57.14
	2	6,927	39.96	59.94
	3	7,278	41.99	62.98
	4	7,641	44.08	66.12
	5	8,021	46.27	69.41
29	1	6,927	39.96	59.94
	2	7,278	41.99	62.98
	3	7,641	44.08	66.12
	4	8,021	46.27	69.41
	5	8,421	48.59	72.88
30	1	7,278	41.99	62.98
	2	7,641	44.08	66.12
	3	8,021	46.27	69.41
	4	8,421	48.59	72.88
	5	8,847	51.04	76.56
31	1	7,641	44.08	66.12
	2	8,021	46.27	69.41
	3	8,421	48.59	72.88
	4	8,847	51.04	76.56
	5	9,288	53.58	80.37

Hourly and OT Rates are Based on Annual Salaries.