

AGREEMENT

BY AND BETWEEN

THE CITY OF MERCER ISLAND

AND

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO, LOCAL #21-M**

2022-2024

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**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO, LOCAL #21-M**

2022-2024

This Agreement is by and between the City of Mercer Island, Washington, hereinafter, referred to as the "City" and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local #21-M, hereinafter referred to as the "Union" or "AFSCME."

ARTICLE 1 - JOINT MISSION

Our joint mission is to prepare the organization, its employees, citizens, and elected and appointed officials for successful competition in the delivery of public services of the future. We must prepare as a premier service delivery, planning and regulatory organization adhering to the principles of a free democratic society. The economic health of the City government, and thus the security and well-being of us all, depends on the success of our joint commitment to prepare for the future. Only when our citizens know they are receiving quality service and competitive rates do we enjoy true employment security.

The principal goal for this partnership is that we learn together to manage beneficially the inevitable issues of change. That is the difference between this partnership and Agreements that have preceded it. With this partnership we are embracing a dynamic relationship. This recognizes the need for continual employee involvement in adapting to change and secures employee participation in the institutions which manage change.

The method we have chosen to pursue these goals is an employee management partnership - a relationship of mutual respect, open communication, shared success, mutual aid, and innovative problem solving. Our intent is for each employee to become a more capable, confident, committed, and secure person so that they may benefit our organization, themselves, and the broader community.

ARTICLE 2 - CITY AND UNION

This Agreement is not intended to alter the functions of the Union and the City or limit the use of joint labor/management committees.

The Union, the City, and the employee will all promote improved service to the citizens of Mercer Island, work-life harmony, mutual trust, and responsible issue resolution.

- A. City. The City will define, communicate, and implement the objectives and goals of the organization. It will lead and direct the employees. It will provide resources and equipment for safe and efficient

work. It will accomplish these things through the exercise of all the rights and prerogatives associated with the City and exercised by it. This section does not abrogate other provisions of this Agreement.

The Union recognizes that the City has the obligation of serving the public with the highest quality service, efficiently and economically. The Union further recognizes the City's right to operate and manage its operations including but not limited to require standards of performance and to maintain order and efficiency, to direct employees and determine job assignments and working schedules; to determine the materials and equipment procedures; to determine staffing requirements; to determine the kind and location of facilities; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, including but not limited to such matters as conduct, performance, dress and attendance, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The Parties recognize that the above statement of the City's responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City's function. All matters not covered by the language of this Agreement shall be administered by the City on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

- B. Union. The City hereby recognizes the Union as the sole, exclusive collective bargaining representative for those regular, full-time and part-time employees for the City whose job classifications are set forth in Appendix A and who work in the Public Works, Community Planning & Development, Finance, and Administrative Services departments. All seasonal, temporary, and other part-time employees, working, on average, less than twenty (20) hours per week, including those hired through a recognized training program approved by an entity or branch of government for less than eighteen months, supervisors, confidential and professional employees, Planners and Engineers shall be excluded from the bargaining unit.

The Union shall provide the City a list of Union Officers and Shop Stewards and maintain such list in a current status.

The City agrees to notify the Union at least ten (10) business days in advance whenever an AFSCME represented position is created, eliminated, or reconstructed. The City agrees to notify the Union of any new hire in the bargaining unit. At least two full business days prior to the orientation of the new employee, the City shall provide an electronic format list with the name of the employee, corresponding job title, and assigned Department. A Union Officer shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

ARTICLE 3 - NONDISCRIMINATION

- A. The City and the Union will abide by all state and federal laws regarding nondiscrimination against any employee.
- B. No employee covered by this Agreement shall be discriminated against, by either the Union or the City, because of membership in the Union or lawful activities on behalf of the Union as long as these activities do not interfere with the normal work processes of the City.

ARTICLE 4 - UNION MEMBERSHIP AND DUES DEDUCTION

- A. During the term of this Agreement, for current Union members and those who choose to join the Union, the City shall deduct once each month all Union dues and fees uniformly levied from the wages of each employee who executes an Authorization for Payroll Deduction form regardless of the employee's continued membership in the Union. The City shall transfer amounts deducted to the Washington State Council of County and City Employees. Authorizations for Payroll Deduction forms are valid whether executed in writing or electronically. Upon issuance and transmission of a check to the Union, the City's responsibility shall cease with respect to such deduction. An employee may revoke their authorization for payroll deduction of Union dues and fees by providing written notice of the revocation to the City and Union. The Union hereby undertakes to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City from the application of this Article.
- B. The City shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 business days of the employee executing the document. The City shall provide to the Union monthly a complete list of all bargaining unit members that includes Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked, and hourly base wage.
- C. The City shall honor the terms and conditions of each employee's Authorization for Payroll Deduction. Whether an employee is a Union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee, unless the employee has revoked such authorization and provided written notice of such revocation to the City and Union.
- D. Newly hired employees shall be considered probationary employees for a period of twelve months following their hire date. Employees promoted to a new position shall be on probation for a period of three (3) months following their promotion. Any employee failing their promotional probationary period shall be returned to the position held prior to their promotion.

The probationary period can be extended by the City for any time loss during the probationary period, up to the amount of actual time lost. The City may choose to extend a probation period of any employee for a maximum of an additional six (6) months. The probationary employee and the local Union president will be notified of such extension, including the duration of the extension, no later than ten (10) business days prior to the end date of their initial twelve (12) month probationary period.

- E. Seasonal, extended seasonal, and temporary employees working less than twelve (12) consecutive months shall not be considered members of the bargaining unit and shall not be required to become members of the Union while they are seasonal, extended seasonal, or temporary employee. Seasonal, extended seasonal, and temporary employees are not entitled to routine overtime or the benefits of Union membership as described in this Agreement, except for paid sick leave benefits as set forth below. For the purposes of determining whether an employee is required to join the Union under the existing Agreement and what benefits such employee is eligible for, the following definitions shall apply:

1. Seasonal Employees: Seasonal employees are non-regular City employees who work up to forty (40) hours per week for a period not to exceed six months from the initial hire date. Work hours and schedule may vary depending on work assignment. This position receives limited insurance benefits. Seasonal employees working six (6) consecutive months will not be eligible for rehire into the same seasonal position for 6 months.
 2. Extended Seasonal Employees: Extended seasonal employees are non-regular City employees who work up to forty (40) hours per week for a period not to exceed nine (9) consecutive months from the initial hire date. Work hours and schedule may vary depending on work assignment. This position receives limited insurance benefits. For the four extended seasonal employee positions, the City will remit a work permit fee of \$125.00, payable within thirty (30) calendar days of the hire date, to a fund managed by the Union.
 3. Temporary Employees: Temporary employees are non-regular employees or contracted employees provided by a temporary staffing agency. These employees are brought in to serve a specific period or job assignment with an identified completion date not to exceed six (6) consecutive months. This position is not eligible for benefits. Use of temporary employees will be limited to use for filling vacancies caused by employees on leave, or for an identified short-term project.
 4. Routine Overtime: All scheduled overtime and any other overtime caused for reasons other than emergency or unforeseen circumstances. Documentation shall be provided to the Union for any Seasonal overtime. Routine overtime shall be posted at least (3) business days in advance, or earlier if possible, on the Union Board and also will be announced through email. The posting will include a sign-up sheet, brief description of the work to be done, and the Team Leader supervising the work. The Department Director or designee will determine which employees on the sign-up sheet possess the skills and experience required with preference given to the Team performing the work followed by seniority.
 5. Emergency Overtime: Emergency overtime for unforeseen circumstances, as determined by the Director or designee, which is identified during business hours and must occur during the same business day, and will be awarded to those employees currently at work, and based on the following criteria, with respect to seniority (in priority order):
 - A. Function/Division
 - B. Seniority with Skills and Abilities
 6. Paid Sick Leave: Seasonal, extended seasonal, and temporary employees shall accrue one hour of paid sick leave for every forty hours worked. Seasonal, extended seasonal, and temporary employees are entitled to use accrued paid sick leave beginning on the ninetieth calendar day after the commencement of their employment with the City. Paid sick leave may be used for the same purposes and shall follow the same procedures as set forth in ARTICLE 15 - SICK LEAVE.
- F. Notification of Hire: The Union's President shall be notified by email within ten (10) business days of hiring a seasonal, extended seasonal, or temporary employee.
- G. Temporary full-time employees performing unit work and working twelve (12) consecutive months or more shall be considered members of the bargaining unit and shall be required to become members

of the Union while they are a temporary employee. Such employees are entitled to the benefits of Union membership as described in this Agreement.

ARTICLE 5 - THE BASIC AGREEMENT

- A. The Union and the City will jointly support the mission as defined in Article 1, and associated objectives and goals.

The Union and the City agree to establish and maintain a Joint Labor/Management Committee, consisting of up to five Union representatives appointed by the Union and up to five City representatives appointed by the City. Meetings of this committee may be conducted at the request of either party and participants shall be known ahead of time. Meetings shall be informal and for the mutual exchange of ideas and problem solving.

The purpose of this Committee is to provide a forum for the ongoing discussion of matters of interest to either party. Provided however, the Committee is not to be used as a substitute for formal negotiations. The Committee will not discuss any concerns which the Union or City assert must be taken through the established channels of authority but will refer these matters first through the proper channels. No decisions in this forum shall supersede any provisions of the contract unless formally ratified by the Union and the City.

- B. There will be no terminations without just cause. There will be no lockouts, strikes, slowdowns, or other interruptions of work. The parties will pursue productive flexibility in the design and staffing of jobs and services.
- C. If the City decides to contract out bargaining unit work not previously contracted out, which would result in the layoff of regular employees in the bargaining unit, then the City will comply with the following procedures:
1. The City shall inform the Union President and Staff Representative of its intention to contract out.
 2. The Union President or Staff Representative will give the City notification within ten (10) business days of its desire to negotiate the effects of the said contracting out.
 3. The Union and the City shall negotiate in good faith on these issues.
 4. If, thirty (30) calendar days after the request from the Union, the City still decides to go ahead with the decision to contract out the work, it may do so.
 5. The parties shall continue to negotiate and seek resolution of any effects/issues which have not yet been resolved at that time.
 6. If the City decides to contract out the work resulting in a layoff, the layoff shall be based strictly on seniority within the impacted work group. Layoffs shall be in accordance with Article 11.
- D. Union Business. The City shall afford Union Officers or Stewards a reasonable amount of time while on-duty to consult with appropriate City officials, Union Representatives or Counsel, and/or aggrieved employees, provided that the Union Officers or Stewards and or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request the necessary time. Such time will not be allowed if the City reasonably determines it will substantially impair City operations. Union Officers and Stewards will not use excessive time in handling such responsibilities. The Union shall give the City as much advance notice as reasonably possible of such time requests. The limitations of this section shall not apply to meetings called at the request of the

City or regularly scheduled meetings between the Union and City such as Joint Labor/Management Committee meetings.

- E. The City and Union agree the policies and procedures outlined in the Employee Handbook shall apply to Union members, to the extent they are not inconsistent with this Agreement. In the event of a conflict, the Agreement shall prevail.

ARTICLE 6 - EMPLOYEE BILL OF RIGHTS

It is the right of every employee:

- to be treated with respect;
- to expect cooperation in improving safety;
- to be informed of organizational objectives and goals;
- to be evaluated regularly and constructively;
- to participate in improving work methods;
- to participate in issue resolution procedures; and to share in the gains of the City.

The following code of ethics has been adopted by the employees:

As employees of the City of Mercer Island, we recognize that our first responsibility and obligation is to our employer and the citizens of Mercer Island. We further recognize that decisions and policies are made through proper team structure, so that the public has full confidence in our integrity and as employees. We recognize the need to work with a positive attitude, cooperate both within and outside our respective teams, and perform in a professional manner. We will perform our assigned tasks with both quality and quantity being considered. Punctuality, appearance, and attitude are priorities for us as City of Mercer Island employees.

ARTICLE 7 - TRAINING OPPORTUNITIES

Training is critical to the maintenance of an efficient competitive and quality work force and to employee advancement. Employees will be assigned by skills and experience to a variety of functions and services; they will be able to demonstrate maintenance of these service levels. Employees will be provided training opportunities adapted to local circumstances. The City and the Union are committed to encouraging and allowing the employees the opportunity to voluntarily gain additional skills.

ARTICLE 8 - ISSUE RESOLUTION/GRIEVANCE PROCEDURE

The success of mutual relations under this Agreement depends on the Union and the City's commitment to address issues in a fair and responsible way. This is a matter of trust and is the method chosen to avoid an agreement of rigid and unnecessary detail which hinders both City freedom and employment opportunity. Through mutual pledges to approach concerns in a problem-solving manner, the following procedures have been established for all issues which may arise. We recognize that we can mutually agree to extend the time frames. The parties recognize their responsibility to resolve any matter presented as expeditiously as possible in any step of the issue resolution process. The City and Union agree that issues are best resolved at the lowest level possible.

A grievance shall be defined as any formally submitted dispute involving application or interpretation of the Collective Bargaining Agreement. Failure by the Grievant or Union to timely file or process a grievance shall result in the grievance being waived. Failure by the City to timely process a grievance shall result in the grievance being moved automatically to the next step in the procedure. Time limits may be extended by mutual agreement between the parties. Employees will be paid scheduled rates for work time required for grievance resolution.

- Step 1. A grievance shall be presented in writing by the aggrieved employee and/or their Union Representative within ten (10) business days of the alleged violation to the employee's manager. The manager should consult and/or arrange a meeting if necessary, to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The manager shall answer the grievance within ten (10) working days after receipt of the grievance.
- Step 2. If not resolved above, the written grievance shall be submitted to the Department Director by the aggrieved employee and/or the Union within ten (10) business days following completion of Step 1. The written grievance shall include a statement of the issue, facts of the case, section(s) of the Agreement violated, and remedy sought. A meeting may be arranged within ten (10) business days with the City and representatives of the Union. Following that meeting, the party responding to the grievance shall give their written response within ten (10) business days of the completion of the meeting.
- Step 3. If not resolved above, the grievance shall be submitted to the City Manager in writing within ten (10) business days of the Step 2 response. A meeting shall be arranged within ten (10) business days between the City, grievant and Union. The City Manager or their designee shall then submit a decision, in writing, on the grievance within ten (10) business days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by both parties.
- Step 4. In the event the Union is not satisfied with the decision of the City Manager, the grievance may, within twenty (20) business days, be submitted by the Union to arbitration. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names of arbitrators from Washington and Oregon shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike names until one (1) name remains, that person shall serve as the arbitrator. The arbitrator's decision shall be final and binding and shall not add or delete from the provisions of this Agreement. The arbitrator shall render a decision within thirty (30) days after the hearing has been concluded. It is agreed that the expenses and fees of the Arbitrator shall be shared equally. Each party shall be responsible for their individual expenses and costs.

ARTICLE 9 - HOURS OF WORK

- A. Workweek. The normal workweek for fulltime Union employees in the Public Works Department shall be five days of eight hours of work within seven consecutive 24-hour periods, exclusive of the meal period. The normal workweek for fulltime Union administrative employees shall be five days of seven and one-half hours of work, with a one-half hour of lunch paid, within seven consecutive 24-hour periods. The City does not guarantee either a minimum number of hours or a specific type of schedule. Alternate workweeks such as four (4) ten (10) hour days, or nine (9) workdays totaling eighty (80)

hours in a two-week period, or other alternative work schedule are subject to the approval by the Department Director.

- B. Overtime and Compensatory Time. All time worked in excess of eight hours in any one day (or the scheduled day for an alternative work schedule as described in Article 9, Section A) or forty in any one workweek shall be considered overtime and shall be paid for at the overtime rate of one and one-half times the straight-time rate of pay. Overtime shall be based on compensated hours. An employee may receive compensable time off in lieu of overtime pay at the rate of one and one-half for each hour worked. Accrued compensatory time may be used with the approval of the employee's manager. The maximum accumulation of compensatory time shall not exceed ten (10) working days or eighty (80) hours, whichever is less. Any accrual over 80 hours shall be paid as overtime. Compensatory time must be used or cashed out to 40 hours by Dec. 31 of each year. Any Compensatory time (up to 40 hours) carried over to the following calendar year cannot be cashed out and must be used as vacation leave within a single two-week pay period. In the event of an employee's transfer or promotion to a new position, all compensatory time must be used prior to transfer or cashed out. While overtime should generally be approved by the manager, it is recognized that there are unique circumstances under which it is not practical to obtain such prior approval. The ultimate determination of whether overtime is necessary or should be worked, however, remains with the City. Regular bargaining unit employees shall be offered prescheduled overtime prior to any seasonal or temporary employees being offered prescheduled overtime.
- C. Callback. Employees called back to work by the City shall receive a minimum of three (3) hours pay at time and one-half the employee's straight-time hourly rate for the work for which they are called back to perform. Any time worked in excess of three hours on such callback shall be paid for at one and one-half times the straight hourly rate of pay for actual hours worked. For purposes of this section only, hours worked shall be inclusive of travel time to and from the callback situation. This section applies only when such callback results in hours worked which are not annexed consecutively to the beginning or ending of the employee's workday. If the employee's shift starts less than two (2) hours from the time of the callback, they shall be paid at their normal rate of overtime and will not be eligible for the minimum callback rate of three (3) hours since the callback occurs within two (2) hours before the start of their regularly scheduled shift.
- D. Responding from Home (Telecommute Response). Employees who respond electronically and remotely (telecommute response) outside of their normal hours of work to meet unexpected and/or time-sensitive City needs, including but not limited to system malfunctions, shall receive a minimum of one (1) hour of regular overtime pay for calls received and responses made within the same one-hour period. Calls and responses that exceed the one (1) hour minimum shall be compensated at the employee's regular overtime rate for actual time worked.
- E. On-Call Use of City Vehicle. The City will provide the option of using a designated City vehicle while an employee is in an "on-call" status. The use of the designated City vehicle for on-call responses will follow the conditions set forth in the City Vehicle Use Policy within the City of Mercer Island Employee Handbook.
- F. Callback Mileage Practice. The City will pay callback mileage, for any callback of an employee who is not using the designated on-call vehicle, at not less than the rate paid to the general employees. The mileage rate shall be set at the rate established by the IRS. When the callback is not adjoining an

employee's regular shift mileage shall be paid both ways. If the callback is adjoining an employee's regular shift mileage shall be paid one way only.

- G. On-Call Program. Employees who are in an "on-call" status shall be paid \$500 each week. A minimum of eight (8) eligible employees are needed to maintain voluntary participation in the "on-call" program. If the voluntary list falls below the required eight (8) eligible employees at the time of the annual sign up, the City and the Union shall meet to collaborate on addressing the shortage. If the collaboration is not successful in meeting the minimum volunteers, the City reserves the right to require participation in the on-call program for all non-probationary eligible employees.

If the program remains in "voluntary" participation status, employees who participate in the program for three (3) consecutive years will receive a cash award of \$500 in December, provided such employee is still employed by the City at the time of the cash award payout, of each year of consecutive participation. Voluntary participation includes working at least two (2) on-call weeks per year.

On-call status begins at the end of the employee's shift on Wednesday and concludes at the beginning of the employee's shift the following Wednesday, unless a different on-call period is agreed to by the Union and City. On-call employees shall carry the assigned phone and laptop/tablet so as to be reachable after normal work hours to effectively resolve customer or public safety requests. On-call employees shall comply with this, and any other procedures and policies as set forth in the most current version of the "Public Works Call Out Book". In the event of conflicting provisions of this Agreement and the Public Works Call Out Book, this Agreement prevails.

- H. Out of Class Pay – Vacancy. Extra duty pay may be paid to an employee who, for a period lasting more than two weeks, assumes substantial additional responsibilities when assigned to substitute in a vacant position. The employee shall be paid at the rate of pay for hours worked in such classification which would result in at least a five (5) percent pay increase. The vacancy may be occasioned by termination, leave of absence, extended illness or other reasons approved by the team leader.
- I. Out of Class Pay – Temporary Assignment. Employees who agree to assume responsibilities, authority and duties of a higher classification shall be compensated at the rate of pay for hours worked in such classification which would result in at least a five (5) percent pay increase, if required to perform these duties for five (5) or more consecutive workdays.
- J. Promotions – Should an employee be promoted to a higher grade represented position, such employee shall be promoted to the appropriate pay scale that most closely aligns with a 5% increase to the previous rate of pay; provided such increase shall be no less than 4.5%.

ARTICLE 10 - DISCIPLINE

The City shall not discipline or discharge an employee without just cause. Disciplinary action will be tailored to the nature and severity of the offense. The City maintains the right to take disciplinary action as it deems appropriate. An employee shall not receive simultaneous discipline per incident or offense.

ARTICLE 11 - SENIORITY

- A. Seniority shall mean an employee's continuous length of service within the bargaining unit from most recent date of hire. Seniority shall not apply to an employee until the employee has completed the required probation period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire.

Seniority shall be a determining factor in layoffs, promotions, and demotions provided such factors as skill and ability, experience, performance, and quality of work are considered equal, except as otherwise provided in Article 5.

Seniority shall terminate upon resignation, retirement, or discharge other than layoff, unless rehired (at the City's discretion) within the bargaining unit within a six (6) month period.

- B. Layoffs and Recall. The Union President and the employee shall be notified thirty (30) days prior to a layoff.
1. When there is a layoff in a given position classification in a department, and the person selected for layoff has previously performed work in a different classification, the City shall determine whether bumping should occur based on factors such as skill and ability, experience, performance, and quality of work.
 2. Employees shall be recalled from layoff in inverse order of layoff, assuming the employee meets the minimum qualifications of the job opening which is available. A person shall be eligible for recall from layoff for six (6) months from the date of layoff. If an employee is offered a position in a lower pay grade than previously assigned, the employee may decline and remain on the recall list for the remainder of the six (6) month period.
 3. All bargaining unit vacancies shall be sent via certified mail to employees on the recall list and said employees shall have five (5) business days from receipt to respond. Employees must keep the City informed of their current address.
 4. Any employee recalled shall be reinstated with full seniority credit for previous time employed with the City. Benefits not cashed out by the employee shall be reinstated along with accrual rates at the time of layoff. C. Bargaining Unit Vacancy. If it is determined to fill a bargaining unit vacancy through an outside posting, any bargaining unit employee who meets the minimum qualifications and applies shall be allowed to compete in the hiring process and shall remain in the pool of applicants through the initial interview.

ARTICLE 12-WAGES

- A. Effective January 1, 2022, the wage rates set forth in Appendix A will be increased by 4.0 percent.
- B. Effective January 1, 2023, the 2022 wage rates will be increased by 100 percent of the First Half 2022 Seattle/Tacoma/Bellevue CPI - W (this semi-annual index will be released in July 2022), subject to a minimum increase of 1.5 percent and a maximum increase of 6.0 percent.

- C. Effective January 1, 2024, the 2023 wage rates will be increased by 100 percent of the First Half 2023 Seattle/Tacoma/Bellevue CPI - W (this semi-annual index will be released in July 2023), subject to a minimum increase of 1.5 percent and a maximum increase of 6.0 percent.
- D. New employees shall be hired at no higher than Step 2 of the advertised classification plan.
- E. All employees shall receive a step increase attributed to their classification within the pay plan on the annual anniversary date or date of their last promotion upon evidence of satisfactory performance including required certifications and licenses.
- F. Employees are eligible for the Employee Recognition Program, as described in the Employee Handbook. The Program is designed to award employees for exceptional performance which saves the City money or otherwise furthers the principles established in the City's Mission, Vision, Values statement. Any employee, supervisor, or director may nominate an employee for an award. All nominations shall be submitted directly to the Department Director for review and approval with supporting documentation. Human Resources and/or the City Manager shall determine whether an award is granted.

~~G. The City and Union agree to a re-opener to bargain certification pay for represented employees under the Local 21M Contract. The intent of this re-opener is to allow the parties to meet to bargain a system where employees receive additional compensation to their base rate of pay, based upon certain additional certifications achieved. The City and the Union agree to meet by August 1, 2022 or within 30 days of ratification by both parties to begin these negotiations.~~

G. Education Pay. Employees who hold or obtain a degree in higher education or attend vocational school shall receive education pay based on their terminal degree as follows:

1. Any employee who holds or obtains an associate degree (AA or AS) from an accredited college or university or, any employee who graduates from a certified vocational school, shall receive a 0.5% increase to their base hourly rate of pay.
2. Any employee who holds or obtains a bachelor's or master's degree (BS, BA, MS, MA) from an accredited college or university, shall receive a 1.5% increase to their base hourly rate of pay.

Employees who qualify for education pay as of September 19, 2023 will receive retroactive pay to January 1, 2023 if documentation is provided to the City by October 31, 2023.

H. Foreign Language Pay. Any employee who passes a City-approved foreign language examination shall receive a 1.0% increase in their base hourly rate of pay. Employees are eligible for only one foreign language pay increase. Employees who successfully pass the initial examination will be required to recertify every three (3) years. The employee shall pay for their own certification test. If the employee passes the certification, the City shall reimburse the employee for the expenses of the test. Further, the employee shall demonstrate proficient use of American sign language or fluently speak one or more of the following languages: Spanish, Chinese, Russian, Japanese, Korean, German, French, Ukrainian, Arabic, Farsi, Vietnamese, Laotian. Employees who speak a language not listed may still be eligible for the foreign language incentive pay with approval from the City Manager or their designee.

Employees who pass a City-approved foreign language examination by October 31, 2023 will receive retroactive pay to January 1, 2023.

I. Certification Pay. The City and the Union recognize the value and benefit of education and training designed to enhance an employee’s ability to perform their job duties.

1. Employees shall be eligible for certification pay if:

- a. They have achieved Step 5 in their current position on the AFSCME pay scale; and
- b. Their current overall performance is “Meets Performance Standards” or above; and
- c. Their direct supervisor and department director authorize the requested certification/qualification. When determining eligibility, the supervisor and director will consider the benefit to the department and City operations, and the impact of an employee’s time required for training, testing, and continuing education coursework.

2. Employees authorized for additional certifications/qualifications are responsible for all fees associated with obtaining the additional certification/qualification, including training, registration, and testing. Employees will be allowed to attend training and testing during work hours.

3. Certifications and/or qualifications eligible for certification pay must:

- a. Not be required for any current AFSCME position; and
- b. Require continuing education and/or retesting and be maintained; and
- c. Have a practical application for AFSCME-related City operations.

4. Levels. Eligible employees holding or obtaining eligible certifications and/or qualifications shall receive certification pay as follows:

a. Level 1. An employee shall receive an annual stipend of \$1,000 for the following certifications and/or qualifications:

- i. WWCPA Wastewater Collections Specialist III or IV
- ii. ISA Tree Risk Assessment Qualification (ISA TRAQ)
- iii. IMSA Signs & Pavement Markings Technician II (or greater)
- iv. CDL Class A

b. Level 2. An employee shall receive an annual stipend of \$1,750 for the following certifications and/or qualifications:

- i. Water Distribution Manager Certification III or IV
- ii. ASE Master Certification
- iii. Certified Irrigation Technician

5. Employees who qualify for certification pay as of September 19, 2023 will receive retroactive pay to January 1, 2023 if documentation is provided to the City by October 31, 2023.
 6. Employees may receive certification pay for up to two (2) certifications listed in Section D above.
 7. It is the responsibility of the employee to submit documentation by January 31 each year for both qualifying certifications and renewals with their request to receive the certification stipend.
 8. Employee will receive their annual stipends by February 15 each year.
 9. The Union and bargaining unit members reserve the right to request future certifications for consideration by the City on a case-by-case basis.
- J. Fee Reimbursement. On a case-by-case basis, the City will evaluate employee requests for additional training or certification that is not required for the employee's current position. In consultation with the Director, the employee's supervisor will consider the benefit to the department and City operations, the cost of training and/or testing, and the time and cost of required continuing education coursework. If approved, the City will pay agreed-upon costs and allow the employee to attend trainings, testing, and coursework during the workday.

ARTICLE 13 – HOLIDAYS

- A. The following holidays shall be recognized and observed in accordance with RCW 1.16.050:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- Two (2) Floating Holidays (employee's choice)

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, when a holiday falls on a Sunday, the following Monday shall be observed as the holiday. A holiday shall be defined as eight (8) hours.

- B. An employee required to work on a holiday shall be paid time and one-half of their regular straight-time rate of pay plus eight hours holiday pay at their regular straight time rate of pay.
- C. In order to qualify for pay on such holiday, the employee must have worked a full day on the last day of their regularly scheduled workday prior to such holiday and a full day on their regularly scheduled workday following such holiday unless absent because of a bona fide illness or injury or on bona fide approved paid leave.

- D. If a holiday falls on an employee's regular day off an extra day shall be granted to that employee. This extra day shall be taken on the scheduled workday nearest to the day of the holiday.
- E. To be eligible for a floating holiday, an employee must have been employed for at least four (4) continuous months and have submitted a request to their immediate supervisor two (2) weeks prior to the date requested. Floating holidays may be taken in no less than four (4) hour increments and must be used during the calendar year (by December 31st of that year) or shall be forfeited.
- F. Employees who would otherwise be entitled to a holiday but are on leave without pay will receive compensation for the holiday provided the employee has been or will be on pay status ten (10) business days during the month (not counting the holidays) and the leave of absence without pay has been granted for no more than four days.

ARTICLE 14 – VACATION LEAVE

- A. Vacation Leave. Time off for vacation with pay (“vacation leave”) shall be provided in accordance with the following schedule:

Months/Years of Service	Monthly Hours Earned	Annual Accrual
7 months-4 years	10 hours	15 days (120 hours)
5-9 years	12 hours	18 days (144 hours)
10-14 years	14 hours	21 days (168 hours)
15-19 years	16 hours	24 days (192 hours)
20 years or more	20 hours	30 days (240 hours)

- B. Vacation Leave Accrual. An employee is eligible to take vacation leave after completing six months of continuous service. Vacation leave may be allowed up to the limit of the amount credited retroactive to the date of employment. An employee will earn one full day of credit for the month they begin employment if the date of hire is between the 1st and 10th of the month; one-half day if they begin between the 11th and 20th of the month; and none thereafter during the initial month of employment.
- C. In the event of an unforeseeable occurrence, an employee may request the immediate use of vacation time.
- D. Vacation Leave Carryover. On December 31 of each year, employees are eligible to carry over to the following year up to 240 hours of vacation leave. Vacation leave in excess of 240 hours each year must be used prior to December 31st or cashed out or it shall be forfeited.

Employees may request to carry over vacation leave above 240 hours to the next year. The request shall be submitted to the employee’s manager and the manager will take the request to the Department Director with a recommendation for approval or disapproval. The Director shall make the final decision on vacation carryover above 240 hours.

- E. Vacation Leave Cash Out Upon Termination. After six (6) months of continuous service, an employee who leaves the employment of the City is eligible to cash out vacation leave, provided they have given at least two weeks' notice in the case of voluntary resignation. The City Manager may waive the notice requirement. Payment of accrued vacation leave will be based upon vacation leave not taken to date of separation, not to exceed 240 hours. In case of death, compensation for accrued unused vacation credits shall be paid, in the same manner, to the beneficiaries.
- F. Vacation Leave Requests. Employees shall make vacation requests to their manager or supervisor. On or before the 1st of March of each year. In the event there is a conflict in dates requested, seniority shall apply. Notification of approved or rejected vacations shall then be provided by March 15th (annually). After the dates have been approved, no person can be bumped by a more senior employee unless by mutual agreement.

The City retains the right to approve vacation leave requests in a manner that will least interfere with work demands. Vacation requests shall be responded to as soon as possible, but not longer than two (2) weeks after submission.

- G. Vacation Leave Cash Out. After three (3) years of service, an employee shall be able to cash out 24 hours of vacation leave at their current rate of pay. After five (5) years of service, an employee shall be able to annually cash out up to 64 hours of vacation leave at their current rate of pay. After ten (10) years of service, an employee shall be able to annually cash out up to 124 hours of vacation leave at their current rate of pay.

ARTICLE 15 - SICK LEAVE

- A. Sick Leave Purpose. The purpose of sick leave is to afford all employees financial protection from time lost from work due to an illness or accident. Although sick leave is accrued on a monthly basis similar to vacation time, its intended use is not to provide for discretionary time off, but rather to help ensure the employee has accumulated sufficient sick time to cover time off when a real health problem arises.
- B. Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of eight hours for each completed month of service. Part-time employees shall accrue pro-rated sick leave based on the number of hours worked per week. Employees shall be allowed to carry over up to 960 hours of sick leave from year to year. Any hours in excess of 960 at the time of carryover shall be forfeited. An employee will earn eight (8) hours for the month they begin employment if the date of hire is between the 1st and 10th of the month, four hours if they begin between the 11th and 20th; none thereafter during the initial month of employment.
- C. Sick Leave Use.
 - 1. An employee must notify their manager of any absence prior to the commencement of their regular work period. This notification requirement may be waived by the Department Director upon showing of good cause. Failure to promptly notify may result in denial of sick leave pay. Authorized uses of sick leave are:
 - a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of

- a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
 - b. To allow the employee to provide care for a family member (as defined in RCW 49.46.210(2)) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
 - c. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
 - d. Absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
2. Absence for part of a day for reasons in accordance with sick leave provisions shall be charged against accrued sick leave in one-half hour increments. Holidays and other regular days off shall not be charged against sick leave.
 3. Vacation leave can be taken (for sick leave as defined by this Article) when an employee has exhausted their sick leave bank.
 4. Abuse of Sick Leave. Abuse of sick leave is defined as wrong or improper use. Abuse of sick leave will be evaluated on a case-by-case basis between the employee and their manager and may result in disciplinary action. Some examples of sick leave use that could cause supervisors to be concerned of possible problems or abuse are:
 - a. Pattern of sick leave use adjoining weekends, holidays, and vacation time.
 - b. Consistently high sick leave use with no doctor's report, major disability, illness, or injury.
 - c. Inability to provide a medical reason from a doctor if one has been requested by a manager or Department Director as authorized by law.
- D. Sick Leave and Workers Comp. In any case where an employee shall be entitled to benefits or payments under the Worker's Compensation Act or similar legislation of the State of Washington or any other governmental unit, the City shall pay only the difference between the benefits and payments received by such employee and the regular rate of compensation that employee would have received from the City if able to work. The foregoing payment or contribution by the City shall be limited to the period of time that such employee has accumulated sick leave credits hereinabove specified. However, no accrued sick leave shall be lost during the first month of such industrial disability (see Ordinance #37 1.102.10) or as subsequently amended in codification.
- E. Sick Leave Cash Out. Sick leave cash out shall be based on an accumulation of unused sick leave to a maximum of nine hundred and sixty (960) hours. Employees shall be compensated at their regular base rate of pay, when permanently separated from employment for retirement in accordance with the following schedule:

- Employees with at least 5 years of service:
 - Retirement: 25% S/L up to a maximum of \$10,000
 - Disability or death: 100%
- Employees with at least 15 years of service who are not yet eligible for retirement:
 - Departure in Good Standing: 15%

ARTICLE 16 - OTHER LEAVES

- A. Bereavement Leave - In the event of a death in the immediate family, at the employee's request, three days off with pay shall be granted for bereavement. Additional time off may be granted up to a maximum of five days. Sick leave will be used for the additional two days upon approval of the Department Director. "Immediate family" shall mean the employee's spouse or domestic partner, or children of the employee, the employee's mother and father, or the mother and father of the employee's spouse, siblings, grandchildren, grandparents (or employee's spouse's grandparents), son-in-law or daughter-in-law. However, under unusual circumstances, the Department Director may more broadly construe this definition to apply to other persons living within the employee's household; or others related to the employee by blood or marriage, or to established foster relationships having attributes of familial ties.
- B. Family and Medical Leave. The City shall abide by all state and federal laws regarding Family and Medical Leave and as outlined in the Employee Handbook. Specific information regarding all leaves will be available through Human Resources.
- C. Jury Duty. Time off with pay will be granted for jury duty to regular full-time employees. The employee shall be paid their regular salary but must submit the compensation received for such service to Human Resources. The employee must give the City prompt notice of the call for jury duty.
- D. Subpoena. Appearance before a court, at a deposition, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive shall be approved as authorized leave with pay, unless the matter involves the employee as a party or petitioner. The employee shall be paid their regular salary but must submit the compensation received for such service to Human Resources. This section shall not apply to any proceedings called for under Article 8, except that the Union shall be entitled to subpoena one (1) witness with pay for an issue resolution hearing.
- E. Military Leave. The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), and the laws of the State of Washington regarding Veterans as outlined in the Washington State Military Family Leave Act (MFLA), RCW 38.40.060, and any amendments thereto.
1. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding twenty-one (21) calendar days during each military year (October 1 through September 30), or as designated by law.
 2. Health insurance coverage during military leave will be administered in accordance with USERRA.

3. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
4. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.
5. Leave for military spouses during deployment shall be administered in accordance with MFLA, Family Medical Leave Act (FMLA), and RCW 49.77.030

ARTICLE 17 - INSURANCE

- A. Health Insurance. The City shall offer medical, dental, and vision insurance benefits through the following Association of Washington Cities (AWC) plans: Regence Blue Shield Health First 250 or HDHP Medical Plan, or the Kaiser Permanente (Group Health) 200 or HDHP Medical Plan, and Washington Dental Service Plan E or Willamette Dental. The City shall pay 100% of the monthly premium for medical and dental insurance after a required employee premium-share payment of \$10.00 for eligible employees and 75% of the monthly premiums for an employee's eligible dependents. Employees shall be responsible for a monthly premium-share payment of \$10.00 and 25% of dependent premiums. The City shall pay 100% of the monthly premium for vision insurance for an employee and their covered dependents under AWC - Vision Services Plan (VSP) Low Option Plan.
1. For employees choosing the AWC Regence Blue Shield Health First 250 Medical plan or the Kaiser Permanente 200 Plan, the City shall contribute one hundred dollars (\$100.00) per month to each employee's VEBA trust account.
 2. For employees choosing AWC Regence Blue Shield High Deductible Health Plan or the Kaiser Permanente HDHP, the City shall contribute three hundred dollars (\$300.00) per month to each employee's VEBA trust account.
 3. Opt-out of medical coverage. Employees who waive the right to obtain medical insurance through the City and who provides proof of credible coverage through their spouse or other source shall be entitled to receive 50% of the premiums that would be paid by the City, contributed to their HRA-VEBA account. (Examples: (1) Employee plus spouse would receive an amount equal to 50% of the premiums for them and their spouse minus the 25% employee contribution for the dependent; (2) Employee with two children and spouse would receive 50% of the equivalent of those premiums, minus the 25% employee contribution for dependents).
 4. The City may make certain changes to the health care plan mandated by the healthcare provider. The City may reopen the Agreement for the limited purpose of obtaining changes necessitated by state or federal health care reform.

In recognition of the impacts of possible future rate increases during the time of this Agreement, the City commits to work diligently to explore programs and strategies to decrease costs while maintaining benefits levels, where possible. If, as a result of these efforts, positive improvements are implemented for non-represented employees, the City commits to extending the same cost benefits to AFSCME employees as well.

- B. Worker's Compensation. The City shall provide Worker's Compensation or equivalent for all employees covered by this Agreement.
- C. Life and Long-Term Disability. The City shall provide employees of this bargaining unit with the same Long-Term Disability Insurance, Accidental Death and Dismemberment, and Term Life Insurance as is provided to non-represented employees.
- D. Employee Assistance Program (EAP). The City shall provide employees of this bargaining unit with the same EAP services through the Association of Washington Cities that is provided to non-represented employees.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

- A. Retirement. All eligible employees shall be covered under the Public Employees' Retirement System.
- B. Rain Gear. One set of rain gear jacket, pants, and rubber boots will be supplied to each employee required to work outdoors in inclement weather, every twenty-four (24) months, unless the rain gear is destroyed through work activities. The City reserves the right to determine the brand of rain gear to be provided. When an employee is terminated, regardless of reason, the employee must return the rain gear to the City.
- C. Boots & Clothing Allowance. The City will provide a combined annual boot and clothing allowance on a reimbursement basis of up to \$450 for all AFSCME field employees. Administrative AFSCME employees are not eligible for such reimbursement unless their position requires working in the field. Unused amounts up to one hundred dollars (\$100) may be carried over to a subsequent year (for a maximum of \$550).

Employees shall use the "Uniform Menu" approved for their department for ordering clothing pursuant to this allowance. To ensure compliance with City policies, field employees are required to wear at least one item of clothing that has the City's logo visible at all times. Non field employees that work in positions visible to the public may request and will be provided, at no charge, clothing with a visible City logo as approved by the Department Director.

All purchases from non-City contracted vendors must be consistent with the "Uniform Menu" and will require submittal of an itemized receipt for reimbursement. Employees must complete a City of Mercer Island AFSCME Uniform Employee Reimbursement Request Form with approval by the employee's supervisor and Department Director prior to reimbursement.

- D. Commercial Driver's License. The City will cover the cost for the physical and commercial driver's license (CDL) certifications for those employees the City requires to have a CDL qualified license. The minimum required CDL is Class B with an air brake endorsement. Employees may be required by the City to have a tanker endorsement.
 - 1. The City may select any doctor/clinic of its choice to perform the CDL physical.
 - 2. The physical and CDL testing will be conducted on City time. However, should an employee fail the CDL test, the retake of the test is at the employee's expense and on the employee's time.

E. Certifications. The City will pay for all certifications required to meet qualification for a specific position held by the employee. Upon approval of the appropriate manager, the City agrees to pay for additional certifications.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2022, and it shall remain in full force and effect until December 31, 2024.

Any provision of the Agreement invalidated by law or governmental proclamation is severable and negotiable and shall not affect the validity of other provisions of this Agreement. The Agreement continues in effect during good faith bargaining.

Signed this ____ day of _____, ~~2022~~2023.

**WASHINGTON STATE COUNCIL OF COUNTY AND
CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL #21-M:**

CITY OF MERCER ISLAND:

Scott Heath
Local #21-M President

Jessi Bon
City Manager

ATTEST:

Zach Dugovich
WSCCCE Staff Representative

Andrea Larson
City Clerk

APPROVED AS TO FORM:

Bio Park
City Attorney