

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF MERCER ISLAND**

**AND**

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

**2020 -2021**

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**ARTICLE I - 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 II - MANAGEMENT AND UNION**

This Agreement is not intended to alter the functions of the Union and the Management or limit the use of joint labor management panels.

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

- A. Management - Management 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 management and exercised by it. This section does not abrogate other provisions of this Agreement.

The Union recognizes that the Employer has the obligation of serving the public with the highest quality service, efficiently and economically. The Union further recognizes the Employer'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 management 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 management function. All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

- B. The Employer hereby recognizes the Union as the sole, exclusive collective bargaining representative for those regular, full-time and part-time employees for the Employer whose job classifications are set forth in Appendix A and who work in the Maintenance Development Services, Finance, and Fire Administration Departments. All 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 Employer 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) 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 2 full working days prior to the orientation of the new employee, the City shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance

### **ARTICLE III - NONDISCRIMINATION**

- A. We agree that we will abide by all state and federal laws regarding nondiscrimination against any employee.
- B. Where the masculine or feminine gender has been applied in any job classification or in any provision of this Agreement it is applied solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

- C. No employee covered by this Agreement shall be discriminated against, by either the Union or the employer, 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 Employer.

#### **ARTICLE IV - 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 Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the Authorization for Payroll Deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to the Washington State Council of County and City Employees. Authorizations for Payroll Deduction are valid whether executed in writing or electronically. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deduction. The Union hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer from the application of this Article.
- B. The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to [C2everett@council2.com](mailto:C2everett@council2.com) within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.
- C. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- D. Newly hired employees shall be considered probationary employees for a period of twelve (12) 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.
  - a. 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. Management 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) working days prior to the end date of his/her 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 the benefits of Union membership as described in this Agreement. For the purposes of determining whether an employee is required to join the Union under the existing Agreement, the following definitions shall apply:
1. Seasonal - 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 is not eligible for benefits or routine overtime. April 1 through September 30 is the established period for Seasonal employees, except the City may hire up to two (2) seasonal positions for the Parks Maintenance Team and two (2) seasonal positions for the Public Works Department with an established employment period of June 1 through November 30.
  2. Extended Seasonal - Non-regular City employees who work up to 40 hours per week for a period not to exceed nine months from the initial hire date. Work hours and schedule may vary depending on work assignment. This position is not eligible for benefits or routine overtime. February 1 through October 31 is the established period for Extended Seasonal employees. 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 - Non-regular employees or contracted employees provided by a Temporary Company. 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 or routine overtime. 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) working days in advance, or earlier if possible, on the Union Board and also will be announced through email and voicemail. 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. Emergency and unforeseen

circumstances resulting in overtime shall be addressed by assigning staff based on seniority among the available employees possessing the required skills and experience to perform the work.

5. Notification - Notification to the Union's President shall be provided by a copy of the payroll action form (or copy of time sheet for Temporary Agency Employees), being delivered to the Union mailbox within ten (10) days of the seasonal hire date.

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 V - THE BASIC AGREEMENT**

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

The Union and Management 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 Management representatives appointed by Management. 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. The City shall inform the Union President and Staff Representative of its intention to contract out. The Union President or Staff Representative will give the City notification within ten (10) working days of its desire to negotiate the effects of the said contracting out. Thereafter, the Union and the City shall negotiate in good faith on these issues. 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. The parties shall continue to negotiate and seek resolution of any effects/issues which have not yet been resolved at that time. 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 XII.

- D. **Union Business:** The City shall afford Union Officers or Stewards a reasonable amount of time while on-duty to consult with appropriate management 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.

#### **ARTICLE VI - 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 VIII - 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. We are committed to encouraging and allowing the employees the opportunity to voluntarily gain additional skills.

## ARTICLE IX - ISSUE RESOLUTION/GRIEVANCE PROCEDURE

The success of our mutual relations under this Agreement depends on our commitment to address issues in a fair and responsible way. This is a matter of trust and is the method we have chosen to avoid an agreement of rigid and unnecessary detail which hinders both management freedom and employment opportunity. Through mutual pledges to approach concerns in a problem-solving manner, we have established the following procedures for all issues which may arise among us. We recognize that we can mutually agree to extend the time frames. The parties also 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 his/her Union Representative within ten (10) working days of the alleged violation to the employee's Team Leader. The Team Leader 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 Team Leader 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) working 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) working days with the City and representatives of the Union. Following that meeting, the party responding to the grievance shall give his/her written response within ten (10) working 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) working days of the Step 2 response. A meeting shall be arranged within ten (10) working days between the City, grievant and Union. The City Manager or his/her designee shall then submit a decision, in writing, on the grievance within ten (10) working 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) working 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 X - HOURS OF WORK**

- A. The normal workweek for fulltime Union employees in the Maintenance Department and Parks and Recreation 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 Employer 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 - 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 X, 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 team leader. The maximum accumulation of compensatory time shall be 40 hours. Any accrual over 40 hours shall be paid as overtime. While overtime should generally be approved by the team leader, 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 employees' workday. If the employee's shift starts less than two (2) hours from the time of the callback, he/she shall be paid at his/her 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 his/her regularly-scheduled shift.

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.

- D. Callback 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.
- E. Callback Mileage Practice - The Employer 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.
- F. On-Call Status - 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 for three (3) consecutive years beginning in 2016, 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 an assigned pager/phone 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.

- G. 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, and the employee will be provided additional compensation for that higher classification. The vacancy may be occasioned by termination, leave of absence, extended illness or other reasons approved by the team leader.
- H. 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 the higher rank, if required to perform these duties for five (5) or more consecutive workdays.

#### **ARTICLE XI - 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. Management maintains the right to take disciplinary action as they deem appropriate. An employee shall not receive simultaneous discipline per incident or offense.

## **ARTICLE XII - SENIORITY**

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 layoff, 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 V. The Union President and the employee shall be notified thirty (30) days prior to a layoff. 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 (using the same factors stated above) whether bumping should occur.

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 two years from the date of layoff.

All bargaining unit vacancies shall be sent via certified mail to employees on the recall list and said employees shall have five (5) working days from receipt to respond. Employees must keep the City informed of their current address. 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. 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.

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 XIII - WAGES**

- A. Effective January 1, 2020, the wage rates set forth in Appendix A will be increased by 1.98 percent.
- B. Effective January 1, 2021, the 2020 wage rates will be increased by 90 percent of the First Half 2020 Seattle/Tacoma/Bellevue CPI - W (this semi-annual index will be released in July 2020), subject to a minimum increase of 1.5 percent and a maximum increase of 6.0 percent.
- C. New employees shall be hired at no higher than Step 2 of the advertised classification plan.
- D. 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.

- E. The City may award employees exceptional performance pay. Such pay may be awarded for exceptional performance which saves the City money or otherwise furthers the principles established in the City's vision statement. The maximum award shall be an amount up to the equivalent of a step increase for that employee. Nominations may be made either by the team leader or by another employee in the bargaining unit who has knowledge of any employee's exceptional performance. All such nominations shall be submitted directly to the Department Director. Such a nomination shall be supported by appropriate documentation. The City Manager shall ultimately decide whether an award will be made.

#### **ARTICLE XIV - 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
- 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 his/her regular straight-time rate of pay plus eight hours holiday pay at his/her 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 his/her regularly scheduled workday prior to such holiday and a full day on his/her regularly scheduled workday following such holiday unless absent because of a bona fide illness or injury or on bona fide approved paid leave. The Employer may request a doctor's certificate or other verification of such illness from an employee.
- 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 his/her immediate supervisor two (2) weeks prior to the date requested. Floating holidays may be taken in no less than four (4) hour increments. The floating holidays must be used during the calendar year (by December 31<sup>st</sup> 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) working days during the month (not counting the holidays) and the leave of absence without pay has been granted for no more than four days.

The City will determine which key positions must be filled and the hours for which those positions will be filled. The City will work with employees to try to accommodate all requested scheduling options. However, if an employee's requested scheduling option will leave a key position unfilled for part of the regularly scheduled workday, the City reserves the right to reject a request and schedule employees in a manner that fills all key positions while attempting to fulfill employees' scheduling requests. When possible, any scheduling conflicts created by employees' requests will be resolved by giving the more senior employees' requests priority.

### **ARTICLE XV - VACATIONS**

- A. Vacations - Vacations with pay shall be provided for all full-time employees in accordance with the following schedule:

**UPON COMPLETION OF PAID VACATION DAYS:**

6 months	6 working days
1 year - 5 years	12 working days per year
6 years - 10 years	15 working days per year
11 years - 15 years	18 working days per year
16 years - 19 years	21 working days per year
20 years plus	24 working days per year

- B. Vacation Accrual - An employee is eligible to take vacation after completing six months of continuous service. Vacation 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 he/she begins employment if the date of hire is between the 1st and 10th of the month; one-half day if he/she begins between the 11th and 20th; and none after that.
- C. Vacation Carryover - On December 31 of each year, employees are eligible to carry over to the following year up to 240 hours of vacation time. Vacation time in excess of 240 hours each year must be used prior to December 31<sup>st</sup>, cashed out or carried over.
- D. According to the following procedure for special circumstances. The employee shall be able to request additional vacation above 240 hours to be carried over. The request shall be submitted to the Team Leader and the Team Leader 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 Pay Out - After six (6) months of continuous service, an employee who leaves the employment of the Employer is eligible for a vacation pay out, provided he or she has given at least two weeks' notice in the case of voluntary resignation. Under unusual circumstances, the City Manager may waive the notice requirement. Payment of accrued vacation 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 Requests - On or before the 1st of April of each year, the Employer shall post a list on which the employees shall designate the dates they wish to apply to their vacation period. The list shall be posted until the 15th of April. In the event there is a conflict in dates requested, seniority shall apply. Notification of approved or rejected vacations shall then be provided within one (1) week. After the dates have been approved, no person can be bumped by a more senior employee unless by mutual agreement.

The Employer retains the right to approve vacation requests in a manner that will least interfere with work demands. After April 15th of each year, requests shall be approved on a case by case basis. Vacation requests shall be responded to as soon as possible, but not longer than two (2) weeks after submission.

- G. Vacation Cash-Out - After five (5) years of service, an employee shall be able to annually cash out up to 40 hours of vacation time at their current rate of pay. After ten (10) years of service, an employee shall be able to annually cash out up to 100 hours of vacation time at their current rate of pay.

#### **ARTICLE XVI - SICK LEAVE**

- A. Sick Leave - Full-time employees shall accumulate sick leave credits at the rate of eight hours for each completed month of service to a maximum of 960 hours. An employee will earn one full day of credit for the month he/she begins employment if the date of hire is between the 1st and 10th of the month, one-half day if he/she begins between the 11th and 20th; none thereafter during the initial month of employment.

- 1. Sick Leave Guidelines:

- a. 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. Vacation and personal leave time can be taken (for sick leave as defined by this Article) when an employee has exhausted their sick leave bank.
- c. An employee must notify his/her team leader of any absence prior to the commencement of his/her 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:

- (1) Bona fide personal illness or physical incapacity resulting from an illness, injury or for the period of disability as a result of pregnancy.

- (2) Illness or injury involving a person immediately related to the employee by blood, marriage or established foster relationship by way of familial connections.
  - d. 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 his/her team leader 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:
    - (1) Pattern of sick leave use adjoining weekends, holidays, and vacation time.
    - (2) Consistently high sick leave use with no doctor's report, major disability, illness, or injury.
    - (3) Inability to provide a medical reason from a doctor if one has been requested by a team leader or Department Director.
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. 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 Employer 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 Employer if able to work. The foregoing payment or contribution by the Employer 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.
4. Wellness Incentive - Employees will receive the following Wellness Incentive:
  - Employees using between 6% - 10% of their non-protected sick leave balance as of the end of the year, receive 8 hours added to their vacation balance on January 1st
  - Employees using between 1% - 5% of their non-protected sick leave balance as of the end of the year, receive 12 hours added to their vacation balance on January 1st
  - Employees using 0% of their non-protected sick leave during the calendar year receive 14 hours added to their vacation balance on January 1st.

Under Washington State Law, protected sick leave amounts to 52 hours annually for full-time employees (1 hour of sick leave earned for every 40 hours worked).

Part-time employees receive the same wellness incentive on a pro-rated basis.

- B. 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 to attend the funeral. Additional time off may be granted up to a maximum of five days for such leave to be applied to accrued unused sick leave upon approval of the Department Director. Immediate family shall be defined as spouse/domestic partner, children, parents, siblings, grandparents, grandchildren or spouse's/domestic partner's said relations. However, under unusual circumstances, the Department Director may more broadly construe this definition as it applies to this section 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.
- C. Family Leave - The City shall abide by all state and federal law regarding Family Leave. Employees on Family Leave shall be required to use accrued sick leave but shall have the option of using any other paid leaves or unpaid leaves after exhaustion of any sick leave balances. The family medical leave begins once the employee is absent, whether scheduled or unscheduled, for ten (10) working days. Specific information regarding all leaves will be available through the Human Resources Department.

#### **ARTICLE XVII - OTHER LEAVES**

- A. 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 fees received for such service to the Payroll department. The employee must give the Employer prompt notice of the call for jury duty.
- B. 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 fees received for such service to the Payroll department. This section shall not apply to any proceedings called for under Article IX, except that the Union shall be entitled to subpoena one (1) witness with pay for an issue resolution hearing.
- C. Personal Leave - Each regular full-time employee is given credit for three (3) days (24 hours) of personal leave at the beginning of each calendar year. Personal leave is intended to be used in segments of no less than ½ day (4 hours). The request for personal leave needs no reason or explanation but will be approved by the team leader prior to use. In the event of an unforeseeable occurrence, an employee may request the immediate use of personal leave. Employees may be required to share the reason for the absence with his or her team leader when using personal leave to cover an unforeseeable occurrence. New hired employees hired between January 15th and June 30th shall receive fifty percent (50%) of their personal leave to use after completion of their first six months of their probationary period. New hired employees hired after June 30th shall receive no personal leave days for the first calendar year of employment.

- D. Personal Leave Cash-Out - An employee with more than three (3) years seniority may cash out his/her personal leave days annually.
- 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 XVIII - INSURANCE**

- A. Health Insurance - The Employer shall pay 100% of the monthly premium 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 for the Association of Washington Cities (AWC) - 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 employee shall be responsible for an initial premium-share payment of \$10.00 and 25% of dependent premiums.
  - 1. Beginning with the effective date of the change to the AWC Regence Blue Shield Health First 250 Medical plan or the Kaiser Permanente 200 Plan, the Employer shall contribute one hundred (100.00) dollars per month to each employee's VEBA trust account.
  - 2. Beginning with the effective date of the change to the AWC Regence Blue Shield High Deductible Health Plan or the Kaiser Permanente HDHP, the Employer shall contribute three hundred (300.00) dollars per month to each employee's VEBA trust account.
  - 3. Opt-out of medical coverage. Employees who waives the right to obtain medical insurance through the city and who provides proof of credible coverage through his/her 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 him/her and his/her 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 Employer 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.
5. 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 Employer 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 Employer commits to extending the same cost benefits to AFSCME employees as well.

- B. Worker's Compensation - The Employer shall provide Worker's Compensation or equivalent for all employees covered by this Agreement.
- C. Life and Long-Term Disability - The Employer 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 Employer 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 XIX - 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 furnished 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 leaves the employ of the City, 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 two hundred dollars (\$200)

may be carried over from 2012 to 2013 (for a maximum of \$650). Beginning in 2014, unused amounts up to one hundred dollars (\$100) may be carried over to a subsequent year (for a maximum of \$550). All purchases from non-City contracted vendors must be consistent with the AFSCME contract and will require submittal of an itemized receipt. Employees must complete a City of Mercer Island AFSCME Uniform Employee Reimbursement Request Form approved by the Employee's Supervisor and Department Director prior to reimbursement.

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 AFSCME contract and will require submittal of an itemized receipt.

- 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 team leader, the City agrees to pay for additional certifications.

#### **ARTICLE XXI - TERM OF AGREEMENT**

This Agreement shall be in effect from 12:01 a.m. January 1, 2020, until 11:59 p.m. December 31, 2021. The parties intend that this Agreement shall replace the existing labor spirit of the Agreement which describes our new relationship and to continue the pay matrix plan beyond the term of this Agreement. We recognize that there will be good faith bargaining on benefits and other issues at the end of the term to which we have agreed.

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.

The City and Union agree the Employee Handbook shall apply to Union members, to the extent it is not inconsistent with this Agreement. In the event of a conflict, the Agreement shall prevail.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**FOR THE UNION:**

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Luke Jacobs  
Local #21-M President

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Michael Rainey  
WSCCCE Staff Representative

**FOR THE CITY:**

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Jessi Bon  
Interim City Manager

**ATTEST:**

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Deb Estrada  
City Clerk

**APPROVED AS TO FORM:**

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Bio Park  
Interim City Attorney

## 2020 AFSCME PAY SCALE - Appendix A

Work 40 hours per week; 2088/year  
2020 COLA = 1.98%

	2020	2020	2020	2020	2020
<b>Public Works &amp; Parks Maintenance Employees</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	Entry Level	12 mos	24 mos	36 mos	48 mos
<b>Team Member I (ROW, Utilities &amp; PM Teams)</b> <b>Water Service Specialist</b>	\$ 30.49	\$ 32.01	\$ 33.27	\$ 34.61	\$ 35.99
<b>CRT Technician</b>	\$ 31.68	\$ 33.27	\$ 34.60	\$ 35.99	\$ 37.43
<b>Fleet Mechanic</b>	\$ 33.26	\$ 34.94	\$ 36.34	\$ 37.79	\$ 39.30
<b>Team Generalist</b>	\$ 34.95	\$ 36.69	\$ 38.16	\$ 39.69	\$ 41.27
<b>Foreman</b>	\$ 37.74	\$ 39.62	\$ 41.21	\$ 42.86	\$ 44.57
<b><u>AFSCME Administrative Employees</u></b>					
<i>Admin Employees</i>					
<b>Front Counter / Admin Support Assistant (Contract Position)</b>	\$ 23.71	\$ 24.66	\$ 25.65	\$ 26.16	\$ 26.68
<b>Customer Service Rep</b>	\$ 26.66	\$ 27.71	\$ 28.84	\$ 29.39	\$ 29.99
<b>Administrative Assistant / Accounting Specialist</b>	\$ 29.03	\$ 30.20	\$ 31.40	\$ 32.03	\$ 32.67
<b>Utility Billing Lead</b>	\$ 34.95	\$ 36.69	\$ 38.16	\$ 39.69	\$ 41.27
<i>Technicians</i>					
<b>Building Inspector</b>	\$ 36.51	\$ 37.98	\$ 39.49	\$ 40.27	\$ 41.09
<b>Code Enforcement Officer</b>	\$ 35.49	\$ 36.92	\$ 38.40	\$ 39.16	\$ 39.95
<b>Electrical/Building Inspector</b>	\$ 38.97	\$ 40.53	\$ 42.15	\$ 42.98	\$ 43.84
<b>MICEC Custodian</b>	\$ 22.71	\$ 23.66	\$ 24.65	\$ 25.14	\$ 25.66
<b>Permit Technician</b>	\$ 29.02	\$ 30.20	\$ 31.40	\$ 32.03	\$ 32.67
<b>Permit Coordinator</b>	\$ 31.34	\$ 32.58	\$ 33.89	\$ 34.58	\$ 35.26
<b>Senior Electrical/Building Inspector</b>	\$ 42.47	\$ 44.19	\$ 45.95	\$ 46.86	\$ 47.80
<b>Utilities Inspector / Water Quality Technician</b>	\$ 38.22	\$ 39.74	\$ 41.33	\$ 42.17	\$ 42.99
<i>Employees move through the pay scale every 12 months by "meeting" performance expectations.</i>					