

**January 1, 2013 through December 31, 2016**

**AGREEMENT**

Between

**THE CITY OF MILL CREEK**

And

**WASHINGTON STATE COUNCIL**

Of

**COUNTY AND CITY EMPLOYEES**

**AFSCME/AFL-CIO**

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## DEFINITIONS

**Anniversary Date:** The anniversary of an employee's hire, transfer, demotion, or promotion date. The anniversary date may change as a result of leave without pay.

**City:** The City of Mill Creek

**Classification:** Positions sufficiently similar in duties, authority, and responsibility to permit: (1) grouping under a common title; (2) the application of common standards of selection; and (3) a common compensation rate.

**Employee:** All persons subject to this labor agreement as outlined in Article 2.

**Employer:** The City of Mill Creek

**Hire Date:** The month, day and year of hire.

**Layoff:** A non-disciplinary termination of an employee due to the *City's* financial position or a change in the need for which the position held was created.

**Leave:** An authorized absence from regularly scheduled work hours.

**Promotion:** A change in assignment to a position in a higher salary range.

**Resignation:** A voluntary separation from employment with the *City*.

**Separation:** Discontinuation of the employment relationship regardless of reason.

**Termination:** Involuntary separation of an employee from employment with the *City*.

**Transfer:** A change from a position in one classification to another position within the same classification, whether intra-departmental or inter-departmental.

## **PREAMBLE**

This Agreement is made and entered into by and between the City of Mill Creek, referred to as the Employer and The City of Mill Creek Local of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

## **ARTICLE 1 - WARRANTY OF AUTHORITY**

**Section 1.1** The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 [Public Employees' Collective Bargaining] to collectively bargain on behalf of the organizations which they represent.

## **ARTICLE 2 - UNION RECOGNITION**

**Section 2.1** The City recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive representative for all regular full-time and regular part-time Employees of the City of Mill Creek, excluding supervisors, department directors, confidential employees, and commissioned police officers. This definition is set forth in PERC Case 14722-E-99-2454, dated October 28, 1999. All other City employees shall be excluded from the bargaining unit.

**Section 2.2** The Union shall be notified of any newly created positions in the City that are not recognized by other bargaining units.

## **ARTICLE 3 - UNION SECURITY**

**Section 3.1** Subject to the provisions of this Article and in compliance with federal and state law, it shall be a condition of this Agreement that all employees of the Employer covered by this Agreement shall within the first thirty (30) days of employment become and remain members in good standing, subject to the provisions below.

**Section 3.2** In accordance with RCW 41.56.122 [Collective Bargaining Agreements – Authorized Provisions], employees covered by this agreement who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a union or association shall contribute an amount equivalent to regular union dues and initiation fees, if applicable, to a non-religious charity or to another charitable organization mutually agreed upon by the Employee and the Union. The Employee shall furnish written proof to the Union that such payment has been made. Pending the resolution of any dispute concerning the application of RCW 41.56.122, the amount equivalent to union dues and initiation fees shall be held in an escrow account.

**Section 3.3** Deduction of Union Dues. Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union

members and fee payers, once each month, from employees and transfer that amount to the Union Business Manager. The Employee shall submit such written authorization to payroll and the Employer, upon receipt, shall issue a signed receipt of such authorization to the employee. The Union shall indemnify, defend and hold the Employer harmless from any and all claims against the Employer arising out of administration of this Article and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the City shall refund directly to the employee any such amount deducted and withheld from earnings. After refunding the employee, the City may notify the Union of the improper deduction and the Union shall refund the City any monies still remaining from the improper deduction.

#### **ARTICLE 4 - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION RIGHTS**

**Section 4.1** Leave for Union Official. A Union official who is an employee in the bargaining unit shall be granted time off with pay, subject to approval of the Department Head, while conducting contract negotiations or grievance resolutions on behalf of the employees in the bargaining unit, provided that:

- They notify the City at least forty-eight (48) hours prior to the time off;
- The City is able to properly staff the employee's job duties during the time-off; and
- The wage cost to the City is not greater than the cost that would have been incurred had the Union official not taken time-off.

**Section 4.2** Investigation of Grievances. Union representatives and agents of the Union shall have the right to reasonable access to all facilities of the City wherein the employees covered under this contract may be working. Union representatives and agents of the Union shall not disrupt the operation or normal routine of any department. Meetings or other Union activities may be scheduled and held on City premises, providing that they do not disrupt the operation or normal routine of City operations. All other Union business not specifically covered in this Article shall be conducted during employees' non-duty hours. The City reserves the right to designate a meeting place or to provide a representative to accompany a union officer where operational requirements do not permit unlimited access.

**Section 4.3** Bulletin Board. The City will provide the Union with bulletin board space for the purpose of posting matters relating to official Union business. Otherwise, except as specifically allowed in this Agreement, City vehicles, equipment, and facilities may not be used for Union activities.

**Section 4.4** Electronic Mail. Use of City Computers for E-Mail and Internet Connections Related to Union Business: The following use of City computers for e-mail and internet connections is allowed when such use is de minimis and incidental:

- A) Arranging a meeting with a union official, the Council 2 Representative, or Union members.

- B) For the purpose of interacting with City or Union representatives concerning Union-City business, such as setting dates for City-Union meetings and making inquiries regarding contract applications or the status of grievances.
- C) The uses cited in subsections a and b above may continue only to the extent that they are at no additional cost to the Employer, and are contingent on the continued use of the City computers, internet connection, intranet connection, etc. for other Employer purposes. The content of any and all communications using the Employer computer system is not privileged. All such communication is subject to Public Records Act requests and is subject to Employer review.

## **ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 5.1** It is agreed that the Employer retains and reserves all power and authority to manage its operations with the sole and unquestioned right and prerogative to operate and direct the employee of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

**Section 5.2** The following management rights and responsibilities are listed below as examples and are not intended as all-inclusive and shall not be construed as limitations on Section 5.1 above:

- A) To plan, direct, control and determine all the operations and service of the Employer;
- B) To recruit, assign, supervise, transfer, promote and direct the workforce, to establish the qualifications for employment and to employ employees;
- C) To schedule and assign work and to design the content of each job;
- D) To establish work and performance standards and the processes by which work is performed and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees;
- E) To assign overtime or not. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest; and
- F) To determine the methods, means, organization and number of personnel by which City operations and services are provided.

**Section 5.3** The Employer will notify the Union 30 days prior to implementation of any changes in operations or services that would result in the termination or layoff of bargaining unit employees. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting out shall not apply to seasonal work and the corresponding use of seasonal or temporary employees.

**Section 5.4** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the

Employer or its officials, including but not limited to the responsibility of the City Manager as Chief Executive Officer of the City for enforcing the laws of the State and City, recommending a biennial budget or directing the proper performance of all executive departments; and the responsibility of the City Council for the enactment of ordinances, the appropriation of monies and final determination of employee compensation.

**Section 5.5** Disciplinary Action. With the exception of probationary employees, all employees shall only be disciplined and/or discharged for just cause, and as outlined in the City's adopted personnel policies.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

**Section 6.1** Regular Work Week and Schedules. The regular work week shall begin on Monday at 12:01 a.m. and end at 12:00 midnight on Sunday, unless another work week is appropriate.

The work schedule for regular, full-time employees (except Public Works Maintenance Workers, Recreation Assistants, and the Police Support Officers) is five (5) consecutive days, Monday through Friday, of eight (8) consecutive hours exclusive of a one (1) hour unpaid lunch break unless an alternate work schedule (e.g. 4/10, 9/80) has been approved.

Public Works Maintenance Workers, Recreation Assistants, and the Police Support Officers may be required to work Saturdays and/or Sundays, but in all cases the work schedule shall consist of five (5) consecutive days, of eight (8) consecutive hours exclusive of a one (1) hour unpaid lunch break unless an alternate work schedule (e.g. 4/10, 9/80, etc.) has been approved.

The work schedule for regular, part-time employees shall be set by their supervisor.

A 30 minute unpaid lunch break is allowed with the approval of the employee's supervisor.

The Employer shall notify an employee of any change in the employee's work schedule two (2) weeks in advance of any such change. Such schedule changes shall be based on the City's operational needs. It shall be understood that this notice requirement shall not apply to additional shifts necessary as a result of emergencies or unplanned absences projected to last at least four (4) weeks which necessitate the Employer to address essential operation or service needs. The two (2) weeks notice requirement may be voluntarily waived by the employee.

**Section 6.2** Overtime. Employees may be required, as a condition of employment, to work overtime when necessary as determined by their supervisor. All overtime worked by non-exempt employees must be authorized in advance unless otherwise authorized by department policy. Overtime opportunities shall be offered evenly to all employees who would normally do the work. Unscheduled hours taken for sick leave, annual leave or floating holiday do not count in the computation of hours worked for purposes of

computing overtime hours. Overtime is hours worked in excess of forty (40) compensated hours in a work week. Part-time employees shall also have overtime considered as hours worked in excess of eight (8) compensated hours in a day, or if their normal shift is in excess of eight (8) compensated hours in a day it shall be any work in excess of their normal shift. Authorized overtime worked is compensated at one and one-half (1-1/2) times the employee's straight time rate of pay.

**Section 6.3** Comp Time. In lieu of overtime pay, an employee may choose to earn compensatory time off at the rate of one and one-half (1-1/2) hours off for each hour of overtime earned. The use of compensatory time off shall be scheduled by the employee with supervisory or Department Head approval. The maximum accumulation of compensatory time off shall be sixty (60) hours. Any accrual over sixty (60) hours shall be paid as overtime. Exempt employees are not entitled to compensation for overtime worked and, therefore, are not eligible for comp time.

**Section 6.4** Alternative Work Schedules. At the discretion of the City Manager and the Department Director, alternate work schedules may be granted to employees as long as City operations are not adversely impacted by the alternate work schedule. Alternate work schedules are granted on a provisional basis, subject to the operational needs of the department and the service needs of City residents. Any such schedule shall be written and signed by the City Manager, Department Director and employee. Requests by the employee for establishment or modification of alternate work schedules shall be in writing and will be approved, denied or modified by the City Manager and Department Director within ten (10) working days of receipt of the request.

- A) Flexible Work Schedule. A schedule in which an employee, with the approval of the employer, has the ability to vary times of arrival to and departure from the work site consistent with the duties and requirements of the position during the workday or work week while maintaining a forty (40) hour work week.
- B) Compressed/Extended Work Schedule. A fixed work schedule that enables full-time employees to complete the forty (40)-hour work week requirement in other than five (5) consecutive eight (8) hour days as outlined in Section 6.1.

**Section 6.5** Exempt Positions. Employees designated "exempt" under FLSA shall be exempt from overtime and call-back provisions of this contract and shall receive forty (40) hours of Administrative time off as outlined in Appendix A and denoted with an "\*" on the pay plan table in Appendix B. Any future positions shall be subject to the negotiation process specifically regarding whether or not they are excluded from the overtime and call-back provisions of this contract.

**Section 6.6** Call Back. Call back is when, after leaving the workplace, an employee is called back to work without prior notification by his or her supervisor. This call back provision shall not apply to continuation of (either immediately before or immediately after) a normal scheduled shift. The employee shall receive a minimum of 2 hours pay if the work does not exceed two hours. The first two (2) hours of call-back shall be at the time-and-one-half (1.5 x) rate and any time beyond those two (2) hours shall be at the appropriate rate of pay. Calculation of the time worked for purposes of determining when call back pay begins is when the employee reports to the work site.

**Section 6.7** Stand-By. The City reserves the right to establish a standby duty program within defined work units. Standby duty time periods shall be determined by the City. The assigned standby duty period shall be for a minimum of 15 hours unless additional hours are approved by the supervisor. Based on service needs, each department may establish a standby duty roster of qualified personnel who would be available for callback during an emergency situation. Volunteers shall be sought before mandatory assignments are made to the standby duty roster. Standby assignments will be made from the standby duty roster on a rotational basis.

Employees placed on standby duty by the department director, or designee, shall be required to carry a city provided communication device and be able to respond to call back situations without restrictions or impairments within 60 minutes or as weather conditions allow.

Employees assigned to standby by the department director, or designee, shall be compensated at \$2.00 per hour. Standby duty pay shall commence upon the employee's departure from work. Standby duty pay shall cease upon the employee's regularly scheduled time to return to work during the normal five day work period or after 15 hours if the employee is not scheduled to return to work the following day. Standby duty compensation shall be suspended upon callback and the provisions of Section 6.6 of this Article shall prevail.

**Section 6.8** Inclement Weather. The City reserves the right to close City Hall to the public during an inclement weather event (such as snow, ice, or wind storms) based upon the assessment and discretion of the City Manager, or designee, of current or anticipated local road conditions. In the event of such closure, essential employees, as designated on a case by case basis by the City Manager, a Department Director or a supervisor, will be expected to report to work. In order to provide important services to the public. Those employees who have not been designated as essential during the City Hall closure will generally be allowed to report to work, as able.

If an employee who is scheduled to report to work during an inclement weather event is unable to report to work or remain at work for his/her entire scheduled shift due to the weather event, the employee may choose to cover any such missed work hours by: (1) using available annual leave, (2) using compensatory time off, (3) using an available floating holiday, (4) taking the time as approved unpaid leave, or (5) with supervisor approval, making up the time missed within the same pay period as long as the make up hours do not cause the incurrence of overtime pay. If City Hall is open to the public at the time the employee is unable to report to work or remain at work, the employee is expected to provide as much notice as practical to his/her supervisor with an explanation for why the weather event prevents the employee from reporting to or remaining at work.

In the event the City does not permit an employee to work for all or part of a regularly scheduled shift during an inclement weather event, despite the employee's willingness and ability to report for work, the employee will be paid for such shift without having to use accrued leave, compensatory time, or otherwise make up the missed hours. If an employee is scheduled to be on or has requested to be on leave prior to a City directive

to not to report to or not remain at work, that employee's leave will be deducted as previously scheduled or requested.

The City will establish a procedure for notifying employees regarding inclement weather closures and/or directives to not report to or not remain at work.

**Section 6.9** Emergency Work Shifts. In an emergency the City may implement non-standard work shifts. When an employee reporting to work for their normal shift is sent home prior to the completion of their shift, with the intent to report back to work later, they shall be guaranteed pay for their full shift even if the employee is not required to return to work.

Employees reporting back to work shall receive two (2) hours of straight time pay in addition to their full shift or two (2) hours of straight time in addition to actual hours worked whichever is greater.

## **ARTICLE 7 - PAID HOLIDAYS**

**Section 7.1** Holidays. The City observes the following holidays:

- |                              |                           |
|------------------------------|---------------------------|
| a. New Year's Day            |                           |
| b. Martin Luther King Jr Day | g. Thanksgiving Day       |
| c. President's Day           | h. Day after Thanksgiving |
| d. Memorial Day              | i. Christmas Eve Day      |
| e. Independence Day          | j. Christmas Day          |
| f. Labor Day                 |                           |

If a holiday occurs on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

**Section 7.2** Payment for Holidays. Employees shall be in a pay status before and after a holiday to be eligible to receive a paid holiday. Employees who are on leave without pay shall not receive compensation for holidays.

Employees shall be paid for holidays observed as they occur. A regular full-time employee shall receive eight (8) hours pay at the employee's straight time rate of pay. Regular part-time employees working at least twenty (20) hours per week and job share employees shall receive holiday pay pro-rated according to the employee's regular hours of work at his/her straight time rate of pay.

In addition to receiving holiday pay as noted above, when the City's operational needs require a non-exempt employee to work on a holiday, the employee shall be paid for all hours actually worked on the observed holiday at one and one-half (1-1/2) times his/her straight time rate of pay or may choose to receive compensatory time at one and one-half (1-1/2) times the actual hours worked. When the City's operational needs require an exempt employee to work on a holiday, the exempt employee shall be allowed to schedule a day off during the same pay period.

**Section 7.3** Floating Holiday. Each January 1<sup>st</sup>, employees are granted the number of floating holidays listed in the below table based upon their years of service with the City.

<b>Years of Service</b>	<b>Floating Holidays</b>
Less than 10	1.0
10 to less than 15	2.0
15 to less than 20	2.5
20 or more	3.0

New employees hired before October 1<sup>st</sup> are granted one floating holiday. New employees whose hire date is October 1st or later do not accrue a floating holiday for that calendar year. The floating holidays must be taken by an employee during the calendar year they are accrued. Floating holidays may not be carried over from one calendar year to the next. Employees will not be paid for unused floating holidays when they separate from their employment with the City. Regular part-time employees working at least twenty (20) hours per week and job share employees shall receive floating holidays pro-rated according to the employee's regular hours of work.

## **ARTICLE 8 - ANNUAL LEAVE**

**Section 8.1** Leave Accrual. Annual leave shall be granted to all regular full-time employees and, on a pro-rated basis, to regular part-time and job share employees. Annual leave is accrued twice monthly on the last working day of the pay period (no annual leave is accrued if the employee separates from employment prior to the last working day of the pay period).

Regular part-time employees and job share employees shall accrue annual leave benefits on a pro-rated basis according to the regularly-scheduled hours in a work week. Employees who are granted paid leave shall continue to accrue annual leave at the indicated rate during such absence. Annual leave accrual shall be adjusted for any change in an employee's work schedule anticipated to last more than two (2) calendar weeks. Subject to the restrictions set out in Section 8.2, paid annual leave will be granted to all regular full-time, regular part-time, and job share employees according to the following schedule.

**Accrual Table:**

<u>Length of Continuous</u>	<u>Annual Accrual (Days)</u>	<u>Annual Accrual (Hours)</u>
0-5 Years of Service	12	96
6-10 Years	16	128
11-13 Years	19	152
14-16 Years	20	160
17-20 Years	21	168

**Section 8.2** Carryover of Annual Leave. The maximum number of annual leave hours which may be carried over from December 31 of one year to January 1 of the next year is two hundred (200) hours. Under certain circumstances and with the approval of the City Manager, employees may be permitted to carry over more than two hundred (200) hours of annual leave.

**Section 8.3** Use of Annual Leave. Annual leave is intended to provide the employee with a period of relaxation away from work. After one (1) year of employment, employees shall take a minimum of five (5) days of annual leave per calendar year.

Annual leave shall be taken at times mutually agreeable to the employee and supervisor or department manager. If there is a conflict between employees in requests for leave, the leave shall be granted to the employee first requesting it. If requests are received at the same time, the employee having the greatest overall seniority within the bargaining unit shall be granted the time off. Employees may submit leave requests within twelve (12) months of the first day of the requested leave.

Employees are responsible for planning their annual leave and submitting their annual leave request to their supervisor well in advance of the time requested. If the reasons given for annual leave would qualify an employee for Family and Medical Leave, the employee's leave request will be governed by applicable state and federal law(s), and the Family and Medical Leave Act. No annual leave time will be paid without the corresponding number of hours taken as time off, unless the employee is unable to take the vacation during the year accrued because their annual leave request has been denied due to the demands of the City workload. In this event, employees may be paid up to forty (40) hours accrued annual leave with approval of the City Manager.

**Section 8.4** Cash Payment Upon Separation. Upon separation of an employee by resignation, layoff, termination, or death, the employee or beneficiary thereof, shall be paid for unused annual leave at the rate being paid at the time of separation, excluding temporary assignment rates of pay.

**Section 8.5** Employees in Trial Period. Employees in their trial period may take accrued annual leave, in accordance with Section 8.3, as accrued.

**Section 8.6** Donation of Annual Leave. In accordance with City Resolution 91-135, Employees may donate a portion of their accrued annual leave to a fellow City employee who is suffering from, or has an immediate family member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City. Donation of accrued annual leave will be implemented per City Resolution No. 91-135.

## **ARTICLE 9 - SICK LEAVE**

**Section 9.1** Introduction. Employees are expected to be able to work their regularly scheduled hours. The City discourages excessive use of sick leave, and employees

who abuse sick leave may be subject to disciplinary action. Employees may use accrued sick leave during their trial period.

**Section 9.2** Sick Leave. Sick leave with pay for full-time regular employees shall be accrued at the rate of eight (8) hours per month, on the last working day of the pay period. No sick leave is accrued if the employee separates from employment prior to the last working day of the pay period. Regular part-time employees and job share employees shall accrue sick leave benefits on a pro-rated basis according to the regularly-scheduled hours in a work week. Any sick leave accrued but unused in any year shall be accumulated for succeeding years up to a maximum of 1,040 hours, or six (6) months. Employees who are granted paid leave shall continue to accrue sick leave at the indicated rate during such absence. Sick leave accrual shall be adjusted for any change in an employee's work schedule anticipated to last more than two (2) calendar weeks.

**Section 9.3** Use of Sick Leave. An employee eligible for sick leave with pay should be granted such leave for the following reasons:

- A) Illness or physical incapacity of the employee;
- B) Forced quarantine of the employee in accordance with community health requirements;
- C) Employee health care appointments;
- D) Extension of bereavement leave;
- E) To care for the employee's child because the child has a health condition that requires treatment or supervision;
- F) To care for the employee's spouse, registered domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition; or
- G) When an employee is eligible under the Family Medical Leave Act to take bonding leave to bond with his or her child that was born or adopted within twelve (12) months of the use of such leave, up to 160 hours of accrued sick leave may be used concurrently with approved FMLA bonding leave even if the employee's child or spouse does not have any health condition requiring treatment, supervision or care.

To request sick leave, an employee shall inform his/her supervisor or department director and indicate the reason for the leave as noted above. For absences in excess of three (3) days or where there is a documented concern of sick leave abuse, the supervisor or department manager may require the absent employee to obtain a physician's statement. Prior to the employee returning to work, the City Manager may require a written release from the employee's physician attesting to the employee's ability to return to work. Failure to give proper notice or to obtain a physician's statement may be cause for denial of sick leave pay for the period of absence. If the reasons given for sick leave would qualify an employee for Family and Medical Leave, the employee's leave request will be governed by applicable state and federal law(s), and the Family and Medical Leave Act.

**Section 9.4** Advance Sick Leave. Advance sick leave may be granted by the City Manager to employees who have at least two (2) years' continuous service with the City

and who have used all accrued paid leave. Advance sick leave may be granted only in cases of serious illness or injury. Advance sick leave may not extend for more than twelve (12) consecutive working days. The employee shall reimburse the City for sick leave if the employee does not return to work for a period of time sufficient to cover the sick leave advanced.

**Section 9.5** Cash Out of Sick Leave. Except for as otherwise provided by this Section, employees have no vested rights in accrued sick leave at the time of their separation. Employees with ten (10) or more years of continuous service for the City at the time of their separation and employees with non-continuous service totaling the equivalent of fifteen (15) or more years of service for the City at the time of their separation shall be paid the lesser of 200 hours or twenty-five percent (25%) of their accrued sick leave balance.

## **ARTICLE 10 - BEREAVEMENT LEAVE**

**Section 10.1** Upon the death of a member of the employee's immediate family, and with the approval of the City Manager or his/her designee, an employee may use a maximum of three (3) days of bereavement leave. In the event the employee needs to travel out of state to attend a funeral, leave may be allowed up to five (5) days, however, the first and fifth day shall be charged to sick leave, annual leave or leave without pay. Bereavement leave may be granted during an employee's trial period with supervisor's approval. Employees may take reasonable additional time off for bereavement leave by using accumulated compensatory time off, administrative time off, or annual leave time.

**Section 10.2** Upon the death of a coworker at the City, an employee may use up to one (1) day of bereavement leave to attend services occurring during the employee's normally scheduled work day.

**Section 10.3** The definition of the "immediate family" for use of bereavement leave shall be as follows:

Employee's spouse or registered domestic partner, child, parent, brother, sister, guardian or grandparent, grandchildren, aunt, uncle, or any of the above relations of the employee's spouse or domestic partner; or any other person residing with or legally dependent upon the employee. Unusual circumstances may receive individual consideration by the City Manager.

## **ARTICLE 11 - COURT LEAVE**

**Section 11.1** Employees called for jury duty shall receive full pay for the time served provided that they assign monies received for jury duty to the City and provided that they return to work on any day they are excused from service.

**Section 11.2** Employees subpoenaed for judicial proceedings in a public sector employment-related matter, and acting in their official capacity as a city employee or for a previous public sector employer, shall be paid per normal payroll procedures straight

time for time spent up to eight (8) hours per day, then one and one-half (1-1/2) times their regular rate of pay for any additional time spent that day. Employees shall remit any compensation given to them by another entity for their service under this section.

**Section 11.3** On any day that an employee is released from jury duty or as a witness in an employment-related matter and four or more hours of the employee's scheduled work day remains, the employee must notify his/her supervisor and report to work if requested to do so.

**Section 11.4** In the event that a City employee is subpoenaed as an expert witness in a matter in which the City is not a party, the City shall be reimbursed, in advance, for that employee's time. Alternatively, the employee may request annual leave or leave without pay for the time spent away from work.

## **ARTICLE 12 - LEAVES OF ABSENCE**

**Section 12.1** The City agrees to comply with federal and state laws pertaining to family medical leave, military leave, leave for spouse of deployed military personnel, and domestic violence leave.

**Section 12.2** Leaves of absence without pay may be granted at the discretion of the City Manager for good cause. Prior to leave without pay being granted, all annual leave time, compensatory time off, holiday bank hours, and the floating holiday must be exhausted. If the leave is for medical reasons, accrued sick leave must also be exhausted. At any time during the leave of absence, for good cause or to maintain the efficiency or effectiveness of the department, the City Manager may require the employee to return to work. No annual or sick leave benefits or any other benefits shall accrue, or be paid, while an employee is on leave without pay. An employee on an approved leave of absence without pay may continue their health insurance benefits by paying the full premium cost to the City in advance for each month of absence.

## **ARTICLE 13 - DISABILITY LEAVE**

**Section 13.1** Non-Job Related Illness or Injury. When an employee is off due to a non-job related illness or injury, the employee shall first use accrued sick leave, compensatory time off, floating holiday, and/or annual leave. During this time of leave with pay, the employee continues to earn paid leaves and receive benefits under this policy. Thereafter, and for a period not to exceed six (6) months from the first day off due to such illness or injury, the employee shall be placed on a "leave without pay" status. Upon completion of the sixth (6<sup>th</sup>) month, the employee's rights, benefits, and employment shall cease unless the medical leave of absence without pay or benefits is extended by the City Manager pursuant to the City's Personnel Policies

**Section 13.2** In the event of a job-related injury or illness to the employee which is approved as a claim by Washington State Labor and Industries (L & I), the employee may at the employee's option:

A) Be placed on unpaid leave status and accept L & I time loss compensation check(s), or

B) Be placed on sick leave and accrued sick leave (or if insufficient sick leave, then other paid leave) shall be utilized, and employee shall sign over all time loss compensation check(s) to the city. The city will then buy back the employee's sick leave based on the employee's regular hourly rate of pay.

## **ARTICLE 14 - CLASSIFICATION AND WAGE ADMINISTRATION**

**Section 14.1** Employees are paid based upon a step system. The wages, salaries and job classifications are depicted in Appendix "B". On January 1, 2013, current employees will be placed in the next step higher than their base pay was on December 31, 2012, provided that each employee's base pay will be increased a minimum of 1.66% from his or her December 31, 2012 base pay. Employees with an annual performance review composite rating of 3.0 or better will move to the next higher step within their grade on their anniversary date – unless the employee has already reached the last step within the grade. Any employee who does not meet or exceed the City's performance standards as of the time of their anniversary date will move to the next step upon the date his or her supervisor determines in writing that he or she has improved his or her level of performance to meet standards. No retroactive pay increase will be given to such employees.

**Section 14.2** On January 1, 2014, January 1, 2015, and January 1, 2016, the pay for each step in each grade will be adjusted by a percentage equal to the average of adjustment to wages for non-police or fire unions in comparable cities and the change in the CPIW-Seattle Area, First Half Index ("CPI"). Comparable cities must be located within the counties of Skagit, Snohomish, King, Pierce and Thurston, have a population as determined by the Washington Office of Financial Management within twenty-five percent (25%) of Mill Creek, and have a per capita assessed valuation for property tax purposes within fifty percent (50%) of Mill Creek. Contract cities are excluded from the comparable list. A list of the comparable cities as of 2012 for this contract is included in Appendix C. The average adjustment of wages for the comparable cities will be determined from the most recent AWC salary survey as of September 30<sup>th</sup> of the prior year. For purposes of averaging, the CPI change will be given the same weight as one of the listed cities.

**Section 14.3** No pyramiding or double application of City Personnel Policies or Sections and/or Articles of this Agreement shall be permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Agreement. All shift trading or on-call changes shall be approved in advance by the Employer so as not to require overtime costs. The terms of this Agreement shall not constitute any guaranteed hours of work.

**Section 14.4** Longevity Premium. An employee shall receive a longevity premium provided they met all of the following criteria:

A. Have met a the minimum standards of the assigned position by receiving an overall employee performance score of 3.0 or greater on their most current performance evaluation, and

B. Have been employed by the City of Mill Creek for a minimum of seven (7) years.

All longevity premiums are calculated on the employee's base salary and are not cumulative. Longevity premiums shall be awarded based on years of service as an employee of the City of Mill Creek according to the following schedule:

No. Years	Overall Employee Performance Score		
	4.0 - 5.0	3.0 - 3.99	< 3.0
> 7	2%	1%	0
>10	3%	1.50%	0
>15	4%	2%	0
>20	5%	2.50%	0

If the employee fails to meet the minimum standard of 3.0 for their assigned position, the longevity premium will expire. If, at the employee's subsequent annual evaluation, the employee meets the minimum standards and requirements of the position, then the employee shall receive the longevity premium according to the above schedule.

## **ARTICLE 15 - INSURANCE AND OTHER BENEFITS**

**Section 15.1** Health Benefits. The City will provide to bargaining unit members the following health benefits:

- A) Regence Blue Shield AWC Healthfirst Plan, Washington Dental Services Plan F, Vision Service Plan Full Family \$10 deductible, offered through the Association of Washington Cities.
- B) Standard Insurance. Policy No. 600156, Life, AD & D, Survivor Life, and Long Term Disability.

**Section 15.1.1** Health care insurance may only be purchased in full month increments. New employees are eligible for coverage on the first day of the calendar month following employment. However, employees hired on the first day of the calendar month shall be eligible for health care coverage immediately.

**Section 15.1.2** When an employee is separated from employment with the City the City will pay its portion of the premium cost through the end of the month of separation.

**Section 15.1.3** Insurance Premiums for Full-Time Regular Employees. The city shall contribute 100% of the premium for Washington Dental Service Plan F for both employee and dependent premiums. The City shall contribute 100% of the premium for

the employee's vision insurance, and 100% percent of the premium for dependents' vision insurance and 90% of the premium for employee's medical insurance and 90% of the premium for the dependents' medical insurance. Dependent children shall be eligible for coverage up to and including age of 26.

Regular part-time employees who work at least 20 hours per week are eligible to purchase medical, dental and vision insurance on a pro-rated basis based upon their FTE equivalency, provided that the City will contribute 100% of vision insurance premiums and for all other premiums a minimum of what the City would contribute for a 0.75 FTE equivalent position. In the event any insurance plan identified herein becomes unavailable to the City and its employees, the Parties agree to negotiate a change in insurance plans and premiums

**Section 15.1.3.1** The City will provide employees with a Section 125 plan that allows for any premium payment made in accordance with that plan to be made on a pre-tax basis. An employee who chooses not to purchase health insurance benefits for themselves or their eligible dependents may receive payment of 50% of the amount that the City would have contributed towards dependent health insurance for use as flexible benefit dollars. Flexible benefits include legally accepted Section 125 expenditures, alternative insurance coverage, MEBT contribution, or deferred compensation contributions.

Employees may choose during the City's open enrollment period whether they will waive insurance coverage for eligible dependents. Re-enrollment to City coverage can be accomplished during the open enrollment period or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment, dollars will be reduced or eliminated accordingly.

**Section 15.2** Municipal Employees' Benefit Trust. To be administered in accordance with federal laws and the MEBT plan document

**Section 15.3** Deferred Compensation Plan. Employees may defer a portion of their taxable income into a deferred compensation plan which is subject to federal rules and regulations governing deferral limits, tax liability and restrictions on withdrawals.

**Section 15.4** State Retirement Program. Employees working in PERS eligible positions are required to participate in the Public Employees' Retirement System (PERS) as long as their compensated hours continue to qualify them for service credit under the appropriate plan. Participating employees shall pay any required amounts towards the contribution costs by means of a payroll deduction.

## **ARTICLE 16 – SENIORITY, REDUCTION-IN-FORCE, LAYOFF**

**Section 16.1** A seniority list shall be adopted by reference. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be the length of the employee's continuous service with the Employer as a regular employee since

the employee's most recent date of hire. Seniority shall continue to accrue during a period of approved, unpaid leave not exceeding sixty (60) consecutive days. The seniority date is subject to adjustment by the City for all other unpaid breaks in service. Length of service as a temporary employee shall not be included in the determination of an employee's seniority with the department.

**Section 16.2** When the City has determined to layoff an employee through a reduction or elimination of a position, the employee to be laid off shall be the employee within the same job classification who has the least seniority as defined above. However, if any employee within the same job classification has a history of sustained discipline equivalent to a written reprimand or greater in the previous 36 months, the City reserves the right and discretion to layoff such employee regardless of seniority. That employee shall not have any bumping rights under section 16.3.

**Section 16.3** An employee laid off may bump another employee in the same or a lower classification in the bargaining unit provided the employee being laid off has occupied the job for the City previously, meets the current minimum job qualifications, and has greater seniority than the employee being bumped. The employee bumped under this language shall be considered laid-off and will be subject to Sections 16.2 and 16.3.

## **ARTICLE 17 – VACANCIES AND TRIAL SERVICE**

**Section 17.1** The initial trial service period normally shall be twelve (12) months which is an integral part of the examination and selection process and during which an employee may be terminated with or without cause without any recourse under this agreement. Employees who have been transferred or promoted who do not satisfactorily meet the performance standards of the new position within the first six months shall be returned to their former position, if vacant, or to a vacant position in the same classification if such position exists. Employees who have been transferred or promoted are subject to discipline up to termination under the same terms as any employee outside of a trial period.

Trial (probationary) service periods for members of the bargaining unit that fall under the provisions of City of Mill Creek Civil Service Commission shall be subject to trial (probationary) service periods established in the Civil Service Rules and Regulations.

**Section 17.2** All bargaining unit positions that are going to be filled, shall be posted internally for at least six (6) working days to allow any interested employees in the bargaining unit to apply. All employees in the bargaining unit who apply for a vacancy and who meet the minimum qualifications shall be granted an interview for the position.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

**Section 18.1** Grievance or Dispute over Provisions of Agreement. A procedure is hereby established as a means to resolve grievances. Grievance shall be defined as a claim or dispute by an employee or group of employees with respect to a violation of the

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express provisions of this Agreement. Employees who are still in their initial trial period are not eligible to grieve an extension of their trial period or their discharge.

For civil service positions, grievances involving disciplinary actions may be made either as provided in this Article or through the civil service appeals process, but not both. The grievant shall be deemed to have selected an alternative when a written notice is first filed under either alternative. No relief shall be available through the civil service appeals process as to any matter which has been submitted as a grievance under the terms of this agreement.

Grievances processed through the grievance procedure shall be heard during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless stipulated otherwise by the parties. Grievants and employee representatives involved in such grievance meetings during their scheduled working hours shall be allowed to do so without suffering a loss in pay.

If a grievance is not presented by the employee or the Union within the time limits set forth below, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

If the parties mutually agree, the timelines set forth in this section for processing of grievances will be put on hold for a mutually agreed upon period of time to allow the parties to address the grievance in Labor/Management. If a resolution is not agreed to, the grievance process shall continue. Grievances shall be resolved in the following manner.

**Section 18.2** Grievance Steps.

Step 1. A grievance shall be presented by the aggrieved employee and/or his/her Union Representative within fifteen (15) working days of the alleged contract violation to the employee's immediate supervisor. The immediate supervisor should consult and/or arrange a meeting with the employee and/or Union Representative as necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance within ten (10) working days after receipt of the grievance.

Step 2. If not resolved above, the grievance shall be reduced to writing and submitted to the Department Head by the aggrieved employee and/or the Union within ten (10) working days following the completion of Step 1. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall 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 its written response within ten (10) working days of the completion of the meeting.

Step 3. Grievances not settled to the satisfaction of the Union shall then be presented by the Union directly to the City Manager or his/her designee within ten (10) working days of the Step 2 response. A meeting shall be arranged within ten (10) working days between the City, the grievant and the Union. The City Manager or his/her designee shall then submit a decision, in writing, on the grievance within fifteen (15) working days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union.

Step 4. In the event the decision reached by the City Manager or his/her designee is unsatisfactory to the Union, the grievance may, within twenty (20) working days, be submitted to arbitration. Step 4 does not apply to written reprimands. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names shall be requested from the Public Employment Relations Commission. The parties shall alternately strike names, beginning with the respondent, until one (1) name remains, that person shall serve as the arbitrator. If referred to arbitration:

- (1) the arbitrator's decision shall be final and binding;
- (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and
- (3) 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 borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

## **ARTICLE 19 – MISCELLANEOUS PROVISIONS**

**Section 19.1** Safety Footwear Allowance. The City shall pay up to two hundred dollars (\$200) per calendar year for each employee in the position of Maintenance Worker, Building Inspector, and Police Support Officer as reimbursement for the cost of purchasing or repairing safety footwear when such footwear is required by the city. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair.

**Section 19.2** Reclassifications. If an employee believes there has been a significant change to their job duties, they may submit a reclassification request pursuant to the City's adopted personnel policies.

**Section 19.3** Lead Maintenance Worker Premium Pay. The City shall pay a Maintenance Worker an additional \$2.00 per hour as premium pay when that person is assigned the Lead role by the Public Works Director or designee. The primary purpose of the Lead role designation is to provide skilled and experienced Maintenance Workers with the opportunity to train and mentor less experienced Maintenance Workers or temporary seasonal workers on how to perform their work duties more efficiently. A Maintenance Worker in the Lead role shall have authority from the Public Works Supervisor to direct the work activities of other Maintenance Workers. The Lead Maintenance Worker shall not have responsibility or authority to conduct performance evaluations or take disciplinary action. The Lead Worker will not otherwise assume

responsibilities of the Public Works Supervisor unless explicitly directed to do so by the Supervisor, and then only on a short term temporary basis. The Lead designation may be assigned on an annual basis for an entire calendar year when determined necessary by the Director to train other staff, but in no case for a period of less than six (6) months.

**Section 19.4** The public works maintenance section may, as needed, hire up to two temporary seasonal workers to assist with the increased work load associated with the active vegetation growth season. The seasonal workers may not work longer than six (6) months each and may not start before April 1<sup>st</sup>, or work beyond October 31<sup>st</sup>. The duties of a seasonal worker shall be at a lower skill level than those of a Maintenance Worker and will be documented in the Maintenance Aide – Seasonal job description. If any seasonal workers are employed, a designated Maintenance Worker will receive Lead Maintenance Worker premium pay as defined in section 19.3. The City shall pay the Union Work Unit Permit Fee equal to one hour of the minimum hourly wage of the Maintenance Worker job classification for each worker, each month that a seasonal worker is employed by the City. Such payment shall be made directly to AFSCME local 1811-M at the conclusion of each seasonal worker's employment with the City.

**Section 19.5** Uniform Cleaning for Police Support Officer. Upon receipt of a cleaning bill, the City shall pay a selected commercial cleaner the cost of cleaning one (1) uniform shirt and pants two times per seven (7) day cycle. The City shall pay for cleaning of sweaters and outerwear two (2) times per year.

## **ARTICLE 20 – ENTIRE AGREEMENT**

**Section 20.1** The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement.

**Section 20.2** The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 21 – SAVING CLAUSE**

If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of re-negotiations for the purpose of adequate replacement.

## **ARTICLE 22 – SUPREMACY AND EXTRA AGREEMENTS**

**Section 22.1** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Union.

**Section 22.2** In the event of conflict, the Agreement shall control over City ordinance, policy or rule.

**Section 22.3** Matters not addressed in this Agreement, shall be governed by the City Personnel Policies and the City may change, modify or repeal any such policies which are not mandatory subjects of bargaining, at any time without bargaining with the Union.

**Section 22.4** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

## **ARTICLE 23 – NO STRIKE CLAUSE**

**Section 23.1** The Union shall not cause or condone any strike or work stoppage and no employee shall strike or refuse to perform his/her assigned duties to the best of the employee's ability, nor cause or condone any slowdowns, or other interference with normal operations. Employees who are involved in such conditions shall be subject to discharge.

**Section 23.2** There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line for any reason (except when employee safety is jeopardized), regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy or regulation. In the event of any such activity, the Union agrees to take every appropriate step to promptly end such activity.

## **ARTICLE 24 – DURATION**

**Section 24.1** This Agreement shall become effective as of January 1, 2013. It shall remain in effect through December 31, 2016. The terms of the Parties' previous collective bargaining agreement, dated February 3, 2009 shall remain in effect through December 31, 2012, at which time the terms of that collective bargaining agreement shall terminate and be replaced in whole by the terms within this Agreement.

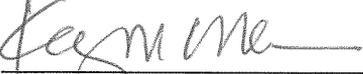
**Section 24.2** Only employees employed by the Employer on the effective date of this agreement shall be compensated under the terms of this agreement. Separated employees shall receive compensation in accordance with the applicable negotiated terms that were in effect at the time of the employee's termination.

CITY OF MILL CREEK  
WASHINGTON

  
Ken Armstrong, City Manager

DATE: 5 DECEMBER 2012

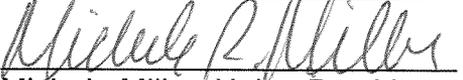
ATTEST:

BY:   
Kelly M. Chelin, City Clerk

WASHINGTON COUNCIL OF  
COUNTY AND CITY  
EMPLOYEES (AFL-CIO)

  
Ethan Fineout, Representative

DATE: 17, December 2012

  
Michele Miller, Union President

DATE: December 17, 2012

## **APPENDIX A: ADMINISTRATIVE LEAVE PROCEDURES**

For employees designated "exempt" under the Fair Labor Standards Act (FLSA), the City is not required to pay overtime compensation for hours worked over 40 in a workweek. A policy of allowing administrative time off recognizes that exempt employees may frequently be required to attend night meetings in addition to performing their regular job responsibilities during the regular workday. Administrative time off is not meant to compensate employees on an hour-for-hour basis for hours worked over 40 in a workweek because exempt employees are paid a set salary regardless of the quantity, or quality, of work.

Administrative time off is not accrued; it is granted at the beginning of the calendar year as a bank of hours. Time cards should reflect actual time worked as regular hours, and time off recorded as sick time, vacation time, administrative time, etc.

The following are the policies and procedures regarding administrative time off for exempt employees who are not department managers:

- A bank of 40 hours administrative time (AT) will be given to these employees at the beginning of each calendar year.
- Since AT is not accrued during the year, AT off may be taken any time during the calendar year.
- Employees do not vest in AT - use it or lose it each calendar year.
- AT off is recorded for absences of 4 or more hours per day (except when flextime is used). For example, if an employee works from 8:00 a.m. - 2:00 p.m., no AT off need be recorded for the hours between 3:00 and 5:00 p.m. If an employee works from 8:00 a.m. to 11:30 a.m., four and one-half hours of AT off would be recorded.
- Upon approval by their supervisor, employees have the option of using flextime (instead of using administrative time off) during the workweek preceding or following the flextime. For example, an employee who is required to work on a Saturday may choose to substitute that working Saturday for another regular workday by taking a day off during the preceding or following week.
- Employees are expected to typically work an approximate number of hours, depending on which work schedule has been approved for them, each calendar month. These hours should be accounted for as hours worked or hours used for an approved leave (e.g. sick, vacation, administrative time off, etc.).
- Regular part-time employees and new hires will be provided administrative leave on a pro-rated basis.
- Employees shall not be paid for any unused administrative leave upon separation of employment.

## EXEMPT EMPLOYEES WHO USE A FLEX-TIME SCHEDULE

The following explains how leave time is accounted for under a flex-time schedule. For illustration purposes, a 44/36 hour schedule is used, but the same guidelines would apply under other flex-time schedules such as a 4/10 schedule.

- Sick Leave:** If a flex/exempt employee is sick for a full day, they will take nine hours of sick leave (unless it is their eight-hour Friday). If the employee leaves sick in the middle of a nine-hour day, they will take enough sick leave to bring that day's total hours up to nine hours unless the absence is less than four (4) hours, in which case it does not need to be counted against a leave bank.
- Vacation:** If a flex/exempt employee takes a full vacation day, they will take nine hours of vacation (unless it is their eight-hour Friday). If the employee takes vacation for over four hours but less than a full day (on a nine-hour day) they will take vacation hours or draw from the 40-hour bank to bring that day's total hours up to nine hours.
- Other:** Employees will receive their regular salary even when the work week includes a Holiday or Wellness Day.

**APPENDIX B:  
2013 SALARY PLAN**

Classification

STEPS WITHIN EACH SALARY GRADE

Salary Grade	Position Title	1	2	3	4	5	6	7	8
20	* Civil Engineer	5,697	5,924	6,161	6,408	6,664	6,931	7,208	7,496
18	* Senior Planner	5,167	5,374	5,589	5,812	6,045	6,286	6,538	6,799
18	* Senior Accountant	5,167	5,374	5,589	5,812	6,045	6,286	6,538	6,799
16	* Associate Planner	4,687	4,874	5,069	5,272	5,483	5,702	5,930	6,167
14	Accountant	4,251	4,421	4,598	4,782	4,973	5,172	5,379	5,594
14	Building Inspector	4,251	4,421	4,598	4,782	4,973	5,172	5,379	5,594
14	Engineering Technician	4,251	4,421	4,598	4,782	4,973	5,172	5,379	5,594
14	Surf. Water Prog. Specialist	4,251	4,421	4,598	4,782	4,973	5,172	5,379	5,594
12	Maintenance Worker	3,856	4,010	4,170	4,337	4,511	4,691	4,879	5,074
11	Accounting Specialist	3,672	3,819	3,972	4,131	4,296	4,468	4,646	4,832
11	Planning Specialist	3,672	3,819	3,972	4,131	4,296	4,468	4,646	4,832
11	Building Permit Coordinator	3,672	3,819	3,972	4,131	4,296	4,468	4,646	4,832
11	Administrative Assistant	3,672	3,819	3,972	4,131	4,296	4,468	4,646	4,832
11	Police Support Officer	3,672	3,819	3,972	4,131	4,296	4,468	4,646	4,832
10	Police Records Specialist	3,497	3,637	3,783	3,934	4,091	4,255	4,425	4,602
10	Property Room Technician	3,497	3,637	3,783	3,934	4,091	4,255	4,425	4,602
10	Recreation Assistant	3,497	3,637	3,783	3,934	4,091	4,255	4,425	4,602
9	Payroll Technician	3,331	3,464	3,602	3,747	3,896	4,052	4,214	4,383
9	Records Technician	3,331	3,464	3,602	3,747	3,896	4,052	4,214	4,383
7	Passport Technician	3,021	3,142	3,268	3,398	3,534	3,676	3,823	3,975
5	Office Assistant	2,740	2,850	2,964	3,082	3,206	3,334	3,467	3,606

\* FLSA exempt

**APPENDIX C:**

**2012 COMPARABLES**

Anacortes  
Arlington  
Bonney Lake  
Covington  
Kenmore  
Maple Valley  
Monroe  
Mountlake Terrace  
Mukilteo  
Tumwater  
Seattle CPIW