



## CITY COUNCIL AGENDA

MARCH 28, 2016

7:00 P.M.

### 1. COMMUNICATIONS

- a. Swear in Animal Control Officer – Tom Taylor
- b. Introduce Firefighter/Paramedic Joe McCabe
- c. Public Comment: This is the time for anyone wishing to speak before the council to do so.  
**PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.**

### 2. CONSENT AGENDA

- a. Council Minutes of March 14, 2016
- b. Claims & Payroll

### 3. COUNCIL ACTION/DISCUSSION

- a. COMMITTEE REPORTS
- b. OFFICER REPORTS
  1. WWTP SCADA System Bids
  2. Timberworks – Walking Tour
- c. MAYOR REPORTS
  1. Retreat – April 18, 2016 5:30 p.m.
- d. COUNCIL REPORTS

### 4. LEGAL BUSINESS

- a. ORDINANCES
- b. RESOLUTIONS
  1. Rescinding E-Verify
  2. Supporting MRSC
- c. OTHER LEGAL
  1. 2016 Environmental Monitoring – Hoquiam Landfill Parametrix
  2. Collective Bargaining Agreement - AFSCME

### 5. OLD BUSINESS

- a. Ward 6 Councilmember Interviews

### 6. NEW BUSINESS

7. **Public Comment:** This is the time for anyone wishing to speak before the council to do so. *The duration for public comment may have a time limit so that all interested parties may be heard. The public comment period may also be moved or continued to another portion of the meeting to facilitate city business on the agenda.*

8. **EXECUTIVE SESSION:** To consider the acquisition, sale or lease of real estate, to discuss with the City Attorney matters relating to agency enforcement action, litigation or potential litigation, to receive and evaluate complaints or charges brought against a public officer or employee, and/or any other purpose permitted by RCW 42.30.110 (NOTE: Actual topics to be discussed will be announced at the Council meeting, as well as the estimated time when the executive session will conclude.) No action will be taken during the executive session.

- a. **Collective Bargaining Agreement (AFSCME)**
- b. **To evaluate the qualifications of a candidate for appointment to elective office.**

### 9. ADJOURN

*If you require special accommodations during your attendance at the Council meeting please contact us at 360-538-3970 at least 48 hours in advance of the meeting*

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**CALL TO ORDER**

Fire Chief Paul Dean led the flag salute and Mayor Dickhoff called the meeting to order at 7:00 p.m.

**ROLL CALL**

In attendance at the meeting were Mayor Dickhoff and Councilmembers Anderson, Carlstrom, Grun, Livingston, Pennant, Simera, Swope, Wilson and Winkelman. Absent from the meeting were Councilmembers Nelson and Pellegrini.

Staff in attendance were Officer Jeff Salstrom, Fire Chief Paul Dean, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Mike Folkers and Council Secretary Tracy Wood.

**COMMUNICATIONS**

E-Verify

Mr. Dave Forbes, 2216 Aberdeen Avenue, stated that he would like to see the council leave the e-verify in effect. If the Council does repeal it, he would like to see something else is in place to make sure the contractors use legal workers.

E-Verify

Pat Mulhouser, 2631 Queets, stated that she is in support of e-verify and does not want to see if repealed.

E-Verify and Democratic  
Caucus

Robin Moore, Monroe, Hoquiam, stated that she is also in support of e-verify. She also invited everyone to attend the democratic caucus on Saturday, March 26<sup>th</sup> at the Hoquiam High School.

E-Verify

Bill Whieland, 600 Washington Court, Hoquiam, stated that he is in support of repealing e-verify. There are 4 counties that have e-verify in effect. When you look at the State of Washington, there are only two cities that use e-verify. We are applying a tax to ourselves and the City has limited funds. Why should we be paying more money to hire these contractors?

E-Verify

Mr. Aaron Cain, Simpson Avenue, Hoquiam, stated that he hopes the council will stand on their principles.

**CONSENT AGENDA**

Councilmember Grun moved to approve items a through c on the consent agenda as presented and the motion was seconded. Those items appearing on the consent agenda were as follows:

- The City Council Minutes of February 22, 2016;
- The Regulatory Committee report recommending approval and payment of claim check numbers 83910 through 83920 in the amount of \$1,151,034.53; ACH and EFT Deposits in the amount of \$330,291.89 and \$177,585.26 respectively; and payroll check numbers

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27749 through 27783 in the amount of \$175,900.40;

- A Notice of Completion of work and Approval and Acceptance and Release of Retainage and Bonds to Rognlin's, Inc. for the N Street Paving Project.

The motion for approval of the consent agenda passed by voice vote.

**COMMITTEE REPORTS**

Public Utilities Committee

It was noted that the Public Utilities Committee did meet and review the Woodlawn Pipe Route Agreement and Wastewater Treatment Plant Upgrade agreements presented by HDR.

**OFFICER REPORTS**

Woodlawn Pipe Route Agreement

Council was provided with an agreement between the City and HDR Engineering in an amount not to exceed \$24,900 for the Woodlawn Water Pipeline Route Alternatives and Selection. Councilmember Grun moved to approve the agreement and the motion was seconded. Mr. Shay provided some background information and stated that there will be several alternatives looked at such as putting back the old crossing, connecting two dead ends that connect by 16<sup>th</sup> and Broadway or bring in a new line from Broadway. This agreement would do preliminary engineering to enable us to determine what is the quickest, least expensive and best route. Councilmember Wilson asked if the plan before was to put in a second line, Mr. Shay stated that in the Water System Plan there were three possible solutions to improve the fire flow and add the line. Hearing no further questions the motion to approve passed by voice vote.

Wastewater Treatment Upgrades

Council was provided with an agreement between the City and HDR Engineering in an amount not to exceed \$98,900 for design and construction phase services for the rehabilitation of the Wastewater Treatment Plant and rehabilitation of the existing clarifier. Councilmember Grun moved for approval of the agreement and the motion was seconded. Councilmember Grun asked for background information, Mr. Shay explained that this project is in the Wastewater Facilities Plan. This project would rehabilitate the existing clarifier at the plant and level the bottom of the tank as well as other repairs and rehabilitation of the existing facility. These improvements would give the City another 30 to 40 years of operation at the plant. The total cost of the project will probably be close to \$1,000,000. Hearing no further questions, the motion passed by voice vote.

Timber Sale Bids – Sale 2016-2

The City made a call for bids for Sale 2016-2 for an estimated 115 acre sale of mixed trees at the Hoquiam Watershed. Three

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companies presented bids as follows: Hampton Timber - \$1,768,474.58; Sierra Pacific Industries - \$3,021,584.00 and WT Timber - \$3,239,026.60. Staff recommends that Council approve the bid and award the sale to WT Timber for the total bid of \$3,239,026.60. Councilmember Grun moved for approval of the staff recommendation and the motion was seconded and passed by voice vote.

**Pre-Commercial Thinning**

The City made a formal call for bids to pre-commercially thin approximately 392 acres on the watershed. One bidder responded as follows: Mt. St. Helens Reforestation in the amount of \$99,269.00. Staff recommends that Council accept the bid from Mt. St. Helens Reforestation. Councilmember Grun moved to approve the staff recommendation and the motion was seconded. Following a brief discussion, the motion passed by voice vote.

**Waterfront Boat Launch – 9<sup>th</sup>  
and Levee**

Mr. Shay provided a written report to the Council stating that Quigg Brother’s Construction has completed all in water construction on the 9<sup>th</sup> Street boat launch and moorage. As soon as weather permits they will pave the parking and walkway which will then complete the project. The original contract totaled \$542,532.50 and several small change orders were required as well as additional taxes required by the Department of Revenue for some of the work completed, which increased the cost to \$588,922.49. Staff has received a commitment from the Washington State Recreation and Conservation Office for an additional \$78,188.00 in funding. Staff recommends that Council refer the issue of the boat launch usage fees and moorage fees and rules to the Public Utilities Committee for their review and recommendation to the Council. Staff further recommends that the Mayor be authorized to sign the amendment with RCO for the additional grant funding for this project. Councilmember Grun moved to approve the staff recommendation and the motion was seconded. Following a brief discussion the motion to approve the staff recommendation and authorize the Mayor to sign the amendment passed by voice vote.

**MAYOR REPORTS**

**Council Retreat**

Mayor Dickhoff briefly discussed the Council Retreat which is scheduled for April 18, 2016 at 5:30 p.m. No location or agenda has been set at this time but she encouraged all Councilmembers to schedule that date for the retreat.

**LEGAL BUSINESS**

**Resolutions**

**Surplus Property**

A Resolution declaring certain personal property owned by the City to be surplus items pursuant to Hoquiam Municipal Code

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Sections 1.64.005, 1.64.010 and 1.64.020. Councilmember Grun moved for adoption of the resolution and the motion was seconded and passed by voice vote.

**Homeless Encampments**

A Resolution of the City Council of the City of Hoquiam, Washington, relating to an amendment of Title 10, pursuant to Section 10.07.140 of the Hoquiam Municipal Code, concerning the development and adoption of land use regulations and development standards for temporary homeless encampments hosted by a religious organization. Staff stated this resolution will refer the issue of Homeless Encampments to the Planning Commission who will hold an open public hearing to develop and adopt land use regulations and development standards concerning temporary homeless encampments hosted by religious organizations. Councilmember Grun moved for approval of the resolution and the motion was seconded. Following a brief discussion, it was determined that this issue had been tabled at a previous meeting. Councilmember Livingston made a motion to remove it from the table and bring it back to the floor. That motion was seconded and passed by voice vote. The main motion for approval of the resolution and referral to the Planning Commission passed by voice vote.

**E-Verify**

A Resolution repealing Resolution No. 2013-03, which established and adopted a policy requiring that public works contracts provide that all public works contractors must utilize the Federal E-Verify program to verify that each employee of the contractor and any sub-contractor are legally authorized to be employed in the United States. Councilmember Livingston stated that she would like to change her vote on this issue and moved that the Resolution be brought back to the floor for reconsideration. The motion was seconded and passed. Councilmember Grun moved to repeal e-verify and the motion was seconded. Councilmember Wilson moved that the resolution be stricken from the agenda but the motion failed for lack of second. Councilmember Pennant moved to suspend the rules, and that the Resolution be reconsidered. The motion to suspend the rules was seconded and passed by voice vote. Councilmember Swope moved to table the issue until more Councilmembers are in attendance. The motion table was seconded and passed by voice vote.

**LEGAL BUSINESS**

**Other**

**Interlocal Agreement with GH** Before the Council was an Interlocal Agreement for cooperation  
**County Public Hospital District** and coordination of emergency medical and related services

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between the City and Public Hospital District No. 2. Mr. Folkers provided background information on this agreement. Councilmember Grun moved for approval of the agreement and the motion was seconded. Following a brief discussion, the motion passed by voice vote.

**Janitorial Services Contract**

Included in the Council packet was an agreement between the City and Diann Shumate, dba Diann's Details for janitorial services for City Hall, the Library and the Police Station. Staff recommends that Council approve entering into a personal services contract with Diann's Designs for these services in an amount of \$1,338.00 per month. Councilmember Grun moved to approve the agreement and the motion was seconded. Following a brief discussion, the motion for approval passed by voice vote.

**OLD BUSINESS**

**Ward 6 Council Vacancy**

Three of the five candidates who expressed interest in the Council vacancy were in attendance at the meeting. They were each asked to introduce themselves and tell the council why they believe they are qualified to fill the council vacancy.

Mr. Aaron Cain introduced himself and stated that he works well with others to make decisions and is very interested in serving the community and businesses. Ms. Miki Cabell introduced herself and stated that she believes her multi-disciplines qualify her well for the position. She works cooperatively with others, has experience in conflict resolution and would like to represent the citizens and be their voice on the Council. She is the clinical director of Family Services at the Community Action Program. Ms. Robin Barkham introduced herself and stated that her time spent with the US Dept. of Commerce has provided her with good experience in working with others and she would like to work to bring more people to our area to stay. Unfortunately, the other two candidates could not attend due to illness. Councilmember Winkelman moved to table the appointment to the vacant position until the next meeting, at which time the other two candidates could attend and introduce themselves. The motion was seconded and passed by voice vote.

**NEW BUSINESS**

**Wind Damage**

Mr. Shay stated that the railing on the dike that blew over from the wind was fixed today. There are other posts that will need to be replaced eventually.

**Buoy in River - Pier**

Councilmember Winkelman stated that the buoy that marked the piling from the 8<sup>th</sup> St. pier has moved again. Mr. Shay explained

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that it was reset again. At this time the Coast Guard wants the piling removed, but it has not been determined who is responsible for the removal. The City has been looking into the history of the pier and it was possible that the City and railroad partnered to pay for the old bridge and the County was to maintain it. When the Riverside bridge was opened in the 70's, the Department of Resources removed middle pier and bridge – but left the two outside piers.

Shoreline Meeting                      Three Council and staff attended the Shoreline public meeting recently held. There will be more meetings scheduled.

Sidewalks                                      Councilmember Wilson stated that he has had several complaints about the safety issues with the sidewalks. He would like to see the city focus on the corridor and main roads. The City has received a \$12,000 grant for the sidewalks for this next year, but the Council needs to stay involved with the program.

Parliamentary Procedure                Staff was asked to provide information to the Council on proper parliamentary procedure and motions.

Shut-off Utilities                            Councilmember Wilson stated that a resident in his ward had their water shut-off recently. He feels there are flaws with the way the utility shut-offs are handled and would like to have staff look at the issue.

Council Size                                   Councilmember Wilson stated he would like the Council to consider reducing the size of the council from 12 to 7.

**COMMUNICATIONS**

Microphones                                 Mr. Dave Forbes 2216 Aberdeen Avenue, requested to have the recording/microphone system looked at.

Laborers                                        Mr. Bob Espisido, 400 Beacon Hill Drive, stated he recently read an article on another State hiring the homeless as laborers. Maybe the City should look into this.

E-Verify                                        Mr. Bill Whieland, 600 Washington Court, stated that one bidder on the pre-thinning contract is not good. The Council seriously needs to look at the e-verify issue. Mayor Dickhoff spoke briefly regarding the e-verify program. Mr. Whieland also stated that he supports a 12 member council.

Bid Awards                                    Ms. Robyn Barkham stated that the City needs to look at awarding bids on a local basis to support the local businesses.

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Excuse Absent Members

Councilmember Swope moved to excuse absent members and the motion was seconded and passed by voice vote.

**ADJOURNMENT**

Councilmember Swope moved to adjourn the meeting at 8:25 p.m. The motion was seconded and passed by voice vote.

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Jasmine Dickhoff – Mayor

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Tracy Wood – Council Secretary

# REPORT OF COMMITTEE

Date: 28-Mar-16

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers 83921 through 84283 for \$ \$1,264,943.62

ACH for \$ \_\_\_\_\_

EFT for \$ \_\_\_\_\_

Direct Pay (26-27) for \$ \_\_\_\_\_

Payroll Check Numbers \_\_\_\_\_ through \_\_\_\_\_ for \$ \_\_\_\_\_

Payroll and benefits for the month of \_\_\_\_\_ be approved and issued at the proper time.

Interdepartmental transfers \_\_\_\_\_ for \$ \_\_\_\_\_

\_\_\_\_\_  
Finance Director

Regulatory Committee:

\_\_\_\_\_, Chairperson

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# Reducing Flood Impacts in Our Community

*Come tell us what you think & discuss potential solutions*

The Cities of Aberdeen and Hoquiam have begun to develop a resiliency and restoration master plan to reduce flood risk, enhance fish habitat, and increase recreation and open space opportunities in the area. Join our consultant-led walking tours on March 31st to learn about the project, identify problem areas, share your flooding experiences and discuss potential solutions.

*Where have you seen problematic flooding in your community?*

*Where do you see opportunities for improvements?*

*Where do you see opportunities to make your neighborhood a safer and more enjoyable place to live?*

**Thursday, March 31<sup>st</sup>, 2016**

<p>Frye Creek Walking Tour 9:00-11:30am Grays Harbor PUD 2720 Sumner Ave, Aberdeen</p>	<p>Wilson Creek Walking Tour 2:00-4:30 PM Rotary Log Pavilion 1401 Sargent Boulevard, Aberdeen</p>
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*Both sessions will begin with a short presentation about the project, followed by a one hour walking tour and concluding with an optional time for questions and further discussion.*

*Please attend either or both sessions.*

For more information visit: [www.ezview.wa.gov/timberworks](http://www.ezview.wa.gov/timberworks)

Please RSVP to [Lfromme@forterra.org](mailto:Lfromme@forterra.org) or 206-905-6946.

**RESOLUTION NO. 2016 – \_\_\_\_\_**

A **RESOLUTION** repealing Resolution No. 2013-03, which established and adopted a policy requiring that public works contracts provide that all public works contractors must utilize the Federal E-Verify program to verify that each employee of the contractor and any sub-contractor are legally authorized to be employed in the United States.

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:**

**SECTION 1.** Resolution No. 2013-03, adopted by the City Council on January 28, 2013, is hereby repealed.

**ADOPTED** by the Mayor and City Council on March 14, 2016.

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JASMINE DICKHOFF – Mayor

**ATTEST:**

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MIKE FOLKERS – Finance Director

**RESOLUTION NO. 2016 – \_\_\_\_\_**

**A RESOLUTION** of the City Council of the City of Hoquiam, Washington, expressing support for full state funding of the Municipal Research and Services Center, with no conditions.

**WHEREAS**, for over 80 years, the Municipal Research and Services Center (“MRSC”) has provided comprehensive and objective guidance on complex legal and policy issues to cities, counties and local government officials in Washington Sate, including the City of Hoquiam; and

**WHEREAS**, MRSC has been a trusted and dedicated provider to the City of Hoquiam of guidance, analysis, research and assistance on a wide variety of issues such as retention and release of public records, open public meetings, purchasing and contracting, governmental operations, zoning and land development, statutory information and updates, financial management and reporting; and

**WHEREAS**, the City of Hoquiam and its officials relies upon MRSC for substantive advice, research, opinions and information through direct contact with MRSC staff, through its website, and its publications; and

**WHEREAS**, MRSC efficiently provides accurate information and resources to all cities and counties in the State of Washington, thereby saving public funds statewide; and

**WHEREAS**, MRSC coordinates, organizes and facilitates training and continuing education for city attorneys through its involvement with the Washington State Association of Municipal Attorneys (“WSAMA”); and

**WHEREAS**, the current Senate budget proposes conditions for state funding of MRSC as it “investigates” whether contracts for such services should continue or be modified or even terminated, which would deprive the City of Hoquiam and all other Washington cities and counties of important, useful and valuable services; **NOW THEREFORE**,

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:**

The City of Hoquiam supports full funding of MRSC from the state budget with no conditions, now and in the future.

**ADOPTED** by the Mayor and City Council on March 28, 2016.

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JASMINE DICKHOFF – Mayor

**ATTEST:**

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MIKE FOLKERS – Finance Director

March 17, 2016  
Parametrix No. 555-1985-027

Mr. Brian Shay  
City of Hoquiam  
609 Eighth Street  
Hoquiam, WA 98550-3511

Re: 2016 Environmental Monitoring Hoquiam Landfill

Dear Mr. Shay:

Attached is our proposed scope of work and fee estimate for continued environmental monitoring services during 2016 at the Hoquiam Landfill. The monitoring is required by the Solid Waste Closure Permit issued by the Grays Harbor County Department of Environmental Health. A description of the scope of work and fee estimate by task is attached as Exhibit A.

The total costs are estimated at \$20,241. The costs do not include laboratory analyses. Laboratory invoices will be reviewed for accuracy and forwarded directly to you for payment.

The scope of work includes conducting two field sampling events, preparing semiannual and annual reports, and updating the Post-Closure Care Status Report that was previously prepared during in 2011.

If you have any questions regarding the work performed or the project in general, please feel free to call me at (206) 392-3667. We appreciate the opportunity to provide continuing environmental services to the City of Hoquiam.

Sincerely,



Lisa A. Gilbert

Project Manager

Attachments

## EXHIBIT A – SCOPE OF WORK AND FEE ESTIMATE – 2016

### INTRODUCTION

The intent of this Scope of Work is to provide continuing environmental assistance to the City of Hoquiam at the Hoquiam Landfill. The monitoring will be conducted in accordance with the Solid Waste Closure Permit (Permit) issued by the Grays Harbor County Department of Environmental Health. This scope of work and budget assumes that the start date for this work will be March 1, 2016, and the completion date will be March 31, 2017.

A fee estimate by task is attached to further clarify the project requirements.

### SCOPE OF WORK

#### Task 01 Project Management

Objective:

To provide project oversight and communication to ensure the implementation of the tasks.

Work Plan:

Parametrix will administer labor efforts on the project, provide monthly progress reports to the City of Hoquiam, and maintain a complete and retrievable filing system for project records. Project management consists of the following tasks:

- Provide progress reports to the County updating project status.
- Provide a clear course of communication between the City of Hoquiam and Parametrix.
- Establish and maintain the project file.
- Organize Parametrix field and office staff to ensure performance of the work within the scope and standards of environmental practices.

Parametrix will prepare progress reports and an up-to-date project file.

#### Task 02 Environmental Field Sampling

Objective:

To conduct environmental monitoring in accordance with the Permit.

Work Plan:

Parametrix will collect samples of groundwater, surface water, and leachate and conduct landfill gas monitoring in March/April 2016 and September 2016 in accordance with the Environmental Monitoring Plan prepared by Parametrix in 1997. The wells to be monitored and analytical parameters will be in accordance with the 2015 Permit. It is assumed that each sampling event will be completed during one field day. Parametrix will review laboratory invoices and forward them to the City of Hoquiam for direct payment.

### Task 03 Environmental Reporting

**Objective:**

To comply with the environmental monitoring requirements for 2016 in accordance with the Permit.

**Products:**

A data report will be prepared for each event in the format of previously submitted semiannual and annual reports and will include the following elements:

- Copies of laboratory reports and chain-of-custody documentation
- Data summary tables for groundwater, surface water, and leachate, comparing results to established criteria
- Summary of landfill gas monitoring results
- Static water level measurements plotted on a map
- Calculated groundwater flow velocity ranges
- Time series plots for selected parameters (annual report only)
- Trend analyses (annual report only)

In addition, we will update the Post-Closure Care Report submitted in 2011 to include the 2016 groundwater data in accordance with the Ecology guidance document "Preparing for Termination of Post-Closure Activities at Landfills Closed Under Chapter 173-304 WAC" (Ecology 2011) and the Addendum to this document.

We will prepare one draft electronic copy, four final hard copies, and one final electronic copy of the reports within 60 days after receipt of the analytical data.

Client: City of Hoquiam  
 Project: Hoquiam Landfill Environ Monitoring  
 Project No: 5551985027

Burdened Rates:		Task	Description	2016	Labor Dollars	Labor Hours	Multiplier	Sr Hydrogeologist	Project Accountant	Sr Project Control	Sr Publications	Project Controls	Hydrogeologist III	Sr Scientist/Biologist
05	05	01	Project Management	134	\$18,836.90	134	3.20	54	4	12	12	4	40	8
05	05	02	Field Sampling	16	\$2,251.80	16	3.20	8	4			4		
05	05	03	Reporting	46	\$5,395.98	46	3.20	6					40	
				72	\$11,189.12	72	3.20	40		12	12			8
<b>Labor Totals:</b>				<b>134</b>	<b>\$18,836.90</b>	<b>134</b>		<b>54</b>	<b>4</b>	<b>12</b>	<b>12</b>	<b>4</b>	<b>40</b>	<b>8</b>
								\$179.33	\$102.40	\$123.42	\$99.26	\$101.89	\$108.00	\$167.97
								\$9,683.82	\$409.60	\$1,481.04	\$1,191.12	\$407.56	\$4,320.00	\$1,343.76

**DIRECT EXPENSES:**

Description	Amount
Gas Sampling Package	\$150.00
Slope Water Level Indicator	\$20.00
Filters	\$120.00
Geopump	\$52.00
pH Conductivity Meter	\$60.00
Teflon Bailer(disposable)	\$80.00
PE Bailer (Disposable)	\$16.00
Polyethylene Tubing	\$35.75
Tubing (Silicone)	\$16.00
Level D	\$50.00
2015 Mileage	\$517.50
misc expenses	\$57.50
shipping	\$230.00
<b>Expense Total:</b>	<b>\$1,404.75</b>

**Project Total: \$20,241.65**

**WORKING AGREEMENT  
BY AND BETWEEN**

**THE CITY OF HOQUIAM**

**AND**

**LOCAL 275  
OF THE WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY EMPLOYEES**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**January 1, 2016-December 31, 2018**

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## **GENERAL PURPOSE OF AGREEMENT**

The parties to this agreement are the City of Hoquiam, hereinafter named City (Employer), and the Washington State Council of County and City Employees and its AFSCME Local 275, hereinafter named Union (Employees). The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee/management cooperation; to promote fair and reasonable working conditions; to promote effective methods for prompt adjustment of differences, misunderstandings, and disputes; to provide for meaningful collective negotiations and to provide equality of opportunity, consideration and treatment for all employees of the bargaining unit in all phases of the employment process.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Washington State Council of County and City Employees, AFL-CIO and its AFSCME Local 275 as the sole exclusive bargaining agent with respect to wages, hours of work and other conditions of employment, for the regular, full and part time personnel in the following departments: Water, Community Services, Electrical, Street-Sewer, and Equipment Rental. AFSCME local 275 also represents personnel assigned as building inspectors, code compliance officers, police records clerks, Police Services officers, animal control officers, clerical workers in the Finance, Police, Community Services and Building Departments, and clerks in Municipal Court. This recognition shall not apply to grant funded positions, temporary employees hired for a period of five months or less, and management or confidential personnel. Neither grant funded positions nor other Governmental Training or Assistance Programs shall supplant Union positions, but the City may supplement positions at any time.

## **ARTICLE 2 - MEMBERSHIP**

It shall be a condition of employment that all employees of the Employer, covered by the agreement who are members of the Union in good standing on the execution date of this agreement, shall remain members in good standing and those who are not members on the execution date of this agreement shall, on or before the thirtieth (30th) day following the execution date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its execution date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. PROVIDED: Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such Employee is a member will be observed. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to the bargaining representative to which such Employee would otherwise pay the dues and initiation fee. The Employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority which the City possesses, including:

- (1) To hire all employees in all departments of the City;
- (2) To terminate the employment of any employee covered under this agreement, with just cause.
- (3) To direct and supervise all operations and functions.

- (4) To manage and direct the work force.
- (5) To determine the methods, processes, vocations and manner of performing work.
- (6) To purchase, dispose of, and assign equipment and supplies.
- (7) To determine the need for a reduction or an increase in the work force.
- (8) To establish, revise and implement standards for hiring, classification, quality of work, safety, materials and equipment.
- (9) To implement new and to discard wholly or in part, methods, procedures, materials, equipment, facilities and standards.
- (10) To schedule work as required, in a manner most advantageous to the Employer, and consistent with the requirements of municipal employment and the public interest as negotiated with in this agreement.
- (11) It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employees as assigned by their supervisor or the appropriate management official.

#### **ARTICLE 4 - UNION ACTIVITIES**

- (A) A steward may be appointed by the Union membership in each department.
- (B) The steward may present the grievance of an employee or employees under his jurisdiction to the supervisor or Employer.
- (C) There shall be no discrimination against the steward for Union activities.

#### **ARTICLE 5 - LABOR/ MANAGEMENT COMMITTEE**

- (A) The Union employees shall, within ten (10) calendar days after the signing of this agreement, elect not to exceed three (3) members to a standing committee. Members of this committee shall be in regular employ of the Employer, and this committee shall be continuously maintained.
- (B) The Employer agrees to maintain a committee of not to exceed three (3) members.
- (C) Each party will provide the other party with a list naming its members of the standing committee and update the listing as often as changes are made.
- (D) The Employer and the Union recognize that the Employer is facing an uncertain financial future due to economic conditions beyond its control. Both parties recognize that to address these economic difficulties it may be necessary to reorganize certain functions of the Employer to obtain greater efficiency. Both parties agree to work together in a cooperative spirit to assist each other in determining the best possible organizational makeup of Employer departments. The Union recognizes that final decisions regarding the organization of various departments remains with the Employer. Should reorganization of the departments occur and cause conflict with this agreement, both sides agree to reopen the agreement to deal specifically with sections of the agreement that may need to be

amended in order to accomplish reorganization. The current contract language will apply until this determination is made and finalized.

- (E) The Committee shall plan to meet semi-annually, once in the fall and once in the spring. Either party can take the lead to request the meeting and establish the agenda. Other meetings may be called as necessary.
- (F) To address any issues of the crew merge, the Union and the City agree to meet monthly for the duration of the contract (1/1/16-12/31/18) with the following staff- City Administrator, Public Works Superintendent, and Crew Leads. Until such time as upon mutual agreement the Union and City agree that meetings at that frequency are no longer needed.

#### **ARTICLE 6 – TYPES OF EMPLOYEES**

- (1) Regular full-time employee: An employee who has a normal work schedule of forty (40) hours per week and receives full benefits of the working agreement.
- (2) Regular part-time employee: An employee who has a work schedule of less than forty (40) hours per week and will not be paid for holidays unless the employee works holiday hours except as specified in Special Section 1 s2c. Part-time employee shall be eligible for step increases, vacation and sick leave upon completion of 1040 hours. Part-time employees are not eligible for medical, dental, vision or life insurance.
- (3) Temporary employee: An employee who is hired for a specified period of time, not to exceed five (5) months unless mutually agreed by the City and the Union.

#### **ARTICLE 7 – DISCIPLINE**

- (1) All disciplinary action shall be for just cause.
- (2) Causes for disciplinary action may include but not be limited to:
  - (a) Absence without leave. An employee who does not report to work without proper notification to their supervisor shall be guilty of absence without leave.
  - (b) Sexual harassment/harassment
  - (c) Insubordination.
  - (d) Being in possession or under the influence of alcoholic beverages during the employee's working hours or at his or her work site.
  - (e) Negligence or willful damage to public property or waste of public supplies or equipment beyond reason.
  - (f) Violation of any lawful or reasonable regulation or order given by a supervisor.
  - (g) Fraud in securing appointment.
  - (h) Dishonesty, including but not limited to, falsification of records, time cards, expense reports or other work records.

- (i) Being in possession of or under the influence of drugs or any violation of the City's drug policy.
  - (j) Willful violation of any rule, regulation, procedure or safety practice.
  - (k) Failure to report an accident or falsely filing a report concerning an injury accident or other related incident.
- (3) If the Employer has reason to reprimand an Employee, the Employer shall do so in a manner that will not embarrass the employee and not in front of members of the public or other Employees not directly involved in the disciplinary procedure.
  - (4) Employees shall have the right to have a union representative attend all meetings with the Employer that are investigatory or could lead to discipline. Verbal reprimands, warnings or counseling are not considered formal discipline and shall not be subject to the grievance procedure.
  - (5) Employees will not receive discipline based on anonymous complaints without an investigation to determine whether or not the complaint is legitimate.
  - (6) Prior to the termination of any employee, the Employer shall give the employee reasonable notice of the pre-termination hearing and the charges against him/her. The Employee will then be given an opportunity to respond to the charges either orally or in writing.
  - (7) Disciplinary actions may include written reprimands, suspension without pay, demotion and termination of employment. All discipline must be appropriate and applied in an even-handed manner, based upon the severity of the misconduct or the actual or likely impact the Employee's misconduct has or would have on the Employer's operation.

#### **ARTICLE 8 - ADJUSTMENT OF COMPLAINTS**

**GRIEVANCE AND ARBITRATION PROCEDURE:** A grievance that arises between the parties involving the application, meaning, or interpretation of this agreement shall be settled in the following manner. The employee or employees concerned shall continue to work under the conditions existing prior to the time of the grievance (except in the case of discharge or suspension).

**STEP ONE.** The Union steward, with or without the employee, shall take the grievance to the employee's immediate supervisor within fifteen (15) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The grievance shall specifically state which section of this agreement or past practice has not been met and how it has not been met. The supervisor shall attempt to resolve the matter and shall respond to the steward within ten (10) calendar days.

**STEP TWO.** If the grievance has not been resolved, the Union shall present the grievance in writing to the department head within twelve (12) calendar days after the supervisor's response is due. The department head shall respond to the Union steward in writing within ten (10) calendar days.

**STEP THREE.** If the grievance still remains unresolved, the Union steward or Union representative shall present the grievance to the Mayor (with a copy of the response to the local Union chairperson) within ten calendar days. The Mayor shall then respond in writing to the Union steward or representative within fifteen (15) calendar days.

STEP FOUR. If the grievance is still unresolved the Union may, within twenty (20) calendar days after the reply of the Mayor is due, by written notice to the other, request arbitration.

Within fifteen (15) calendar days of the receipt of the request for arbitration, the Union and the Employer shall meet once to select an arbitrator. If the parties cannot agree on an arbitrator, then a list of eleven arbitrators shall be requested from the Federal Mediation and Conciliation Service. Upon receipt of the list, the Union and the Employer shall meet to strike names from the list. The party requesting arbitration shall strike the first name; the other party shall then strike one; the process shall be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator is final and binding on the parties. The arbitrator shall be requested to issue his or her decision within thirty calendar days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party is responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record.

Time limits may be extended by mutual agreement of the parties, confirmed in writing.

## **ARTICLE 9 - HOURS OF LABOR**

### **(A) Normal Work Week and Day**

- (1) The normal work week is forty (40) hours work in a seven (7) day work week, consisting of five (5) consecutive eight (8) hour days, beginning on Monday and continuing through Friday, for all regular full time employees as defined in this agreement.
- (2) The regular work day, except for clerical workers and police services officers shall commence at 8:00 a.m. and end at 4:30 p.m. with one half (½) hour lunch and two (2) fifteen minute rest periods included. All work schedules shall be posted two (2) weeks in advance, and will reflect five (5) consecutive work days.
- (3) For the all employees excluding police services officers, and at the mutual agreement of the Employer and the employees, the normal work week may be modified during the summer months to be forty (40) hours work in a seven (7) day work week, consisting of four (4) consecutive ten (10) hour days, to be scheduled by the Employer. In such case, whenever an employee uses a sick day or a vacation day on a scheduled work day, he or she shall be paid the equivalent of ten (10) hours of pay, and ten hours of leave shall be deducted from his or her leave accrual, accordingly, and with respect to holidays, if an employee takes a holiday on a regularly scheduled work day, he or she will be paid for 8 hours. The employee may use an additional two hours of comp time, if available, and if not, he or she may use an additional two hours of vacation time, if available.
- (4) For clerical workers, the regular work day shall commence at 8:00 a.m. and end at 5:00 p.m., with one (1) hour lunch and two (2) fifteen minute rest periods included. Employer shall have the right to change the work hours of any and all clerical workers to meet the staffing demands of the department in question or the workload or responsibilities of an individual position.

- (5) The Chief of Police shall set the normal work schedule for the Police Services Officers. Once the normal schedule has been set for each individual employee, any deviation from the normal schedule shall be posted a minimum of two weeks in advance of the schedule change. Individual employees may be assigned to work different shift schedules within the department.

PSO's who are assigned a 3/3 schedule will work twelve (12) hours a day, three (3) days per week. On this schedule, PSOs will work 182 days per year for a total of 2,184 hours. The 2,184 hours represents an increase of 104 hours in excess of the 2080 hours normally worked per year under a five (5) day, eight (8) hour schedule, with two days off (5/2 schedule). PSO's working under the 3/3 schedule for an entire year will be allowed up to nine additional scheduled twelve (12) hour days off to compensate for the increase in the total number of hours worked in a year (104 hours in a 365 day period). All work shifts, vacation time, sick leave, holiday time and other such terms relating to work periods shall be calculated by the "hour," and not by the "day."

(B) Standby

a) Weekend Standby

The current practice, of having two employees on-call each weekend, will continue until March 1, 2016. This will allow all employees to get familiarized with the other departments and understand how to deal with emergencies as they happen. This date could be changed upon mutual agreement in the future if deemed appropriate by either party.

After March 1, 2016, the standby weekend will be staffed by one employee. The Superintendent and Public Works Director will work in conjunction to draft a schedule and assign duties as needed. The employee will work a minimum of three (3) hours on each on-call day. Compensation for the weekend standby will be \$300.00 and the following Friday off. If for any reason the employee is called in on their Friday off, they will be compensated at their overtime rate. The employee on standby will have the opportunity to take home a city vehicle to respond to emergency call-outs and perform their assigned duties.

One (1) employee from the Public Works Crew will be assigned each weekend by the Public Works Superintendent, on a rotated basis, to make themselves available from the end of the regular workday on Friday to the beginning of the regular workday on Monday, to provide the employer with emergency protection of the water, sewer and street system. In order to be eligible to be scheduled for a standby weekend, an employee must also be scheduled to work the Friday before the standby weekend. No employee who is in "salary continuation" status in anticipation of retirement or termination shall be eligible to be scheduled for a standby weekend.

The employees remaining on call for the weekend are not required to stay at home all weekend but must remain in the local area and be available by cell phone. Everyone eligible for standby duty must live within thirty minutes response time from City hall under reasonable driving conditions.

While on call, the employee will be required to respond to calls received and perform the necessary work to resolve the problem. The two hour minimum call time as outlined in Article 6 (H) will be paid for responding to calls outside of the required three (3) hours each day.

Time sheets submitted for standby days must describe what work was done, if any, and the length of time required to perform each job.

b) Weekday Standby

There is a need for coverage for after hour emergencies Monday thru Thursday. The two (2) Crew Leads will alternate weeks to provide this coverage. The Crew Leads must live within 30 minutes of “normal” driving time to the City Shop.

If for any reason the Crew Lead is unable to fulfill the after hour coverage during the week, and the other Crew lead is unavailable to fulfill the emergency coverage duties, with approval of the Public Works Superintendent an employee will be chosen to fill in by the employee that is on standby for that following weekend having the right of first refusal, then proceeding thru the standby list, and will receive pager pay (per Article 9.I) for hours worked on call. The employee fulfilling these duties is then eligible to take a City vehicle home for use in responding to emergencies for the duration of their on call shift.

- (C) **Water Plant Operators** There will be two (2) full time employees in the Water Department covering the work at the water treatment plant. The employees will work day shifts only, working five (5) consecutive days with two (2) consecutive days off. One employee will work Sunday through Thursday and one will work Tuesday through Saturday.
- (D) **Sewer Plant Operators** There will be two (2) full time employees in the Sewer Department covering the work at the sewer treatment plant and the sewer pump stations. All sewer plant operators will work a Monday through Friday schedule, taking turns on a rotating basis to provide weekend coverage. The operator providing the weekend coverage will work four (4) hours on Saturday and four (4) hours on Sunday at straight time. The following Friday will be a paid day off to compensate for the eight weekend hours worked.
- (E) Adjustments in the regular working hours of the Employees for the convenience of the City and the Employee shall not be construed to be in conflict with this agreement.
- (F) Employees shall travel to and from work from the regularly assigned headquarters on the City’s time, in transportation furnished by the City.
- (G) **CALL BACK TIME -**
  - 1. Employees shall receive a minimum of two (2) hours call time to be paid at time and one-half (1½) when called back to work for an emergency after the completion of a regular eight-hour shift. Call time shall be paid only if an Employee actually comes back to work.
  - 2. Employees who are able to address after hour situations as assigned in advance by their direct supervisor that prevent Call Back Time or prevent overtime, shall earn compensatory time.
- (H) **COMPENSATION FOR MEALS -** If an Employee is required to perform his or her duties for eleven (11) or more continuous hours, the Employee shall receive ten (\$10.00) dollars in compensation for a

meal. When traveling for training or meeting purposes, an Employee will receive meal payments as outlined in the City's Travel Policy.

- (I) **PAGER PAY** –Water Treatment Plant and Waste Water Plant employees that are not covered by weekend standby article, who are required to carry a cellphone outside of regular work hours in accordance with City policy shall be paid the amount of one dollar and fifty cents (\$1.50) per hour, which may be taken as wages or compensatory time. Employees will be eligible for pager pay for the hours the employee is available to respond (remotely or physically). . Compensation for carrying pagers by other Employees was considered when setting the base salaries so Pager Pay is not warranted for those positions.

#### **ARTICLE 10 - SENIORITY, PROMOTIONS, TRANSFERS, LAYOFF AND RECALL**

- (A) **CITY WIDE SENIORITY** - begins with the Employee's date of hire with the Employer as a full-time employee, terminates upon resignation, retirement, or discharge and will be adjusted to reflect leaves of absence for reasons other than on-the-job injury or illness, FMLA or military leave.
- (B) **DEPARTMENT SENIORITY** - begins with the Employee's date of hire into a department as a full-time employee and terminates when the Employee fills a vacancy in another department, as well as upon resignation, retirement or discharge. Department seniority will be adjusted to reflect leaves of absence for reasons other than on-the-job injury or illness, FMLA or military leave.
- (C) **SENIORITY LISTS** - Two (2) separate seniority lists shall be maintained; one for regular full-time employees and a second for regular part-time employees. Seniority on the full-time list shall date from the date of employment in a full-time position within the City. Seniority on the part-time list shall date from employment in a part-time position within the City.
- (D) **PROBATIONARY EMPLOYEES** - No employee will acquire seniority rights for purposes of layoff until completion of his/her six (6) month probationary period, at which time his/her seniority shall be retroactive to his/her date of hire. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.
- (E) **PROMOTIONS** – When a vacancy occurs, it will be posted within the department for a period of five working days. The positions are to be filled based upon department seniority, minimum qualifications, and prior performance. The employee must be qualified for the positions open in order to be promoted. Where qualifications and past performance are equivalent in the judgment of the Employer, the employee with the greatest seniority shall be promoted to the vacant position. In the event of a question as to the employee's capabilities, qualifications or performance, the matter shall first be taken up with the Employer. If the decision of the Employer is not satisfactory to the employee involved, the employee shall then have recourse through the grievance procedure. All newly promoted employees shall serve a probationary period consisting of (30) days actually worked. Management may decide that the newly promoted employee had not satisfied the requirements of the job in which case the employee will be allowed to revert to his/her prior position. Reversion to a prior position is not subject to appeal through the grievance procedure in this agreement. An Employee promoted to a higher position shall be placed in a proper step that will ensure a higher salary in recognition of the promotion. Any Employee who refuses a promotion shall not have the right to displace the subsequent holder of the position. Employees promoted from a job in one position classification to a job in another position classification will, on the date of promotion, advance to the minimum of the salary range for the new position classification or to the step in that range which is closest to being 5% greater than their previous salary, whichever is greater. The employee's anniversary date will be

changed only if the pay in the new step and range is 10% or greater than the pay for the employee's former step and range. The date of promotion becomes the new anniversary date for purposes of determining dates of future step increases.

- (F) **TRANSFERS** – If no Employee within the department accepts an open position, the vacancy will be posted in the other departments for a period of five (5) working days, whereby any AFSCME Union Employee covered by this agreement may apply. City wide seniority does not apply to interdepartmental transfers. The Employer will interview all Union applicants who meet the criteria of twelve (12) months continuous service in the department, possess the minimum qualifications for the position and wish to transfer from another department. From those Employees who bid on the job, the Employer may choose the individual he or she determines is most qualified and suitable for the job. If no qualified City Employee is hired, the Employer may fill the position with an employee with less than twelve (12) months of service or may hire a new Employee for the position involved. The Employer's decision regarding interdepartmental transfers is not subject to the grievance procedure.

When an Employee transfers to a new position in a different department, he or she shall be granted a trial period to prove his or her ability, which shall consist of thirty (30) days actually worked, during which time the Employee shall be compensated at the rate for the position in which he or she is on trial. At the end of the trial period, the employee shall be considered fully classified in the position.

If the Employee during the trial period, requests reversion to his or her former position, the employee shall return to the former position at the rate of pay received prior to the trial period. The Employee shall return to the position without prejudice.

The Employer reserves the right to remove a transferring Employee from the position during the same trial period. The Employee shall then have the right to revert to his or her former position. An Employee who does not complete the trial period and is removed from a position does not have access to the grievance procedure to grieve the reversion. Upon written request, an employee shall receive the reasons he or she was removed from the position.

(G) **LAYOFFS AND RECALL**

- (1) Management shall first attempt to achieve the required reduction of the workforce through normal attrition. Management will offer voluntary layoff to all affected employees within the bargaining unit. If there are no or insufficient numbers of volunteers, those remaining affected employees must follow the procedures of written notice of intent as outlined.
- (2) When and if it becomes necessary to lay off any employee or employees within a department, the employee with the least department seniority shall be the first person laid off; except that a less senior Employee holding a Federal, State or City mandated license or qualification which the Employee is required to have and maintain to perform his or her job duties may be retained over a more senior Employee if the more senior Employee does not possess the Federal, State or City mandated license or qualification. The City shall not supplant laid off employees with temporary employees within areas covered by this working agreement, but may retain temporary employees who are already working for the City through programs which do not involve payment of compensation by the City. If employees of equal seniority within a department are subject to layoffs, the Employer retains the sole discretion to retain those employees who the Employer deems most qualified.
- (3) Each employee to be laid off shall be given at least thirty (30) calendar days notice of layoff, with a copy of the notice placed in the employee's personnel file. The employee shall inform

the City within five (5) working days of the receipt of the notice of layoff of his or her intent to exercise bumping rights.

- (4) Representatives of the City and the Union shall meet within twenty (20) working days after the City has officially decided that there will be a layoff within the City that directly affects the bargaining unit. At this meeting, the City shall inform the Union of the details of the layoff situation, including the reasons therefore and the expected duration thereof, if known. The Union, in turn, may submit alternative ideas in lieu of layoff, which shall be discussed at this meeting or any subsequent meeting mutually agreed upon for that purpose. The City shall provide the Union with a current seniority list as soon as practicable after it has been decided that there will be layoffs that would directly affect bargaining unit work.
- (5) A seniority list shall be maintained by the City on a bi-annual basis. This seniority list shall be provided to the Union upon request, which may post it or disseminate it to the members of the bargaining unit. Any employee who believes that there is an error in the seniority list shall notify the City within thirty (30) days of the Union receiving the list.
- (6) No employee will acquire seniority rights for purposes of layoff until completion of his or her probationary period, at which time his or her seniority shall be retroactive to his or her date of hire. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees draw lots.
- (7) An employee who is laid off shall remain on a recall list for a period of two (2) years from his or her date of layoff. An employee may be recalled to the same position previously held by him or her at time of layoff, or to another position in the same classification in the bargaining unit. When employees on this list are recalled, the order of recall shall be in reverse order, with the last person laid off being the first person recalled. When a position becomes open, the Union and an employee who is eligible for recall shall be notified of the job available and a notice by registered mail will be mailed by the City to the employee at his or her last known address. If the employee fails to report for work or otherwise respond to the City within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all recall rights.
- (8) An open position within the bargaining unit need not be publicly posted so long as there is an individual on the recall list who is eligible for the position.
- (9) The recall list shall also constitute a list for temporary work. The last employee laid off shall be offered any temporary work for which the employee is immediately qualified by virtue of past experience and present qualifications, followed in order by all others on the list. An employee on the recall list who wishes temporary work shall furnish the City with a list of the employee's qualifications, areas of competency, and time availability. Refusal of an employee to accept temporary work shall have no effect upon his or her recall rights.
- (10) Any employee in the bargaining unit who suffers a reduction in hours due to a reduction in force shall be placed on the recall list and have the same rights and obligations as other employees placed on the recall list.
- (11) Any employee who had his/her permanent job classification downgraded as a result of his/her layoff or the layoff of another employee shall have the first chance in accordance with his/her seniority to be returned, to his/her former permanent classification or any intermediate

classification for which he/she is qualified when an opening in such classification becomes available.

- (12) An employee on the recall list who is recalled to an open position that is the same classification or position previously held by the employee shall be credited with the following:
- (a) Assumption of his or her seniority and anniversary dates, adjusted for the time absent.
  - (b) The employee's previous rate of sick leave and vacation accrual based upon years of service as of the time of the employee's lay off.
  - (c) Reinstatement of previous sick leave accrual balances.
  - (d) Benefits in accordance with any restrictions or waiting period imposed by plan documents (Medical/Dental/Vision/Life).
- (13) Any employee who is recalled from the recall list to a classification or position not previously held by the employee shall be subject to the following:
- (a) The employee shall be required to serve a six (6) month probationary period. If the employee fails to successfully complete the probationary period he or she shall be returned to the recall list for the balance of the two (2) year period established by the date of the original layoff.
  - (b) The employee shall be given new seniority and anniversary dates.
  - (c) Reinstatement of previous sick leave accrual balances.
  - (d) The employee will be given benefits in accordance with any restrictions or waiting period imposed by the plan documents (Medical/Dental/Vision/Life).

#### **ARTICLE 11 - PROBATION PERIOD**

- (A) All newly hired Employees, except Police Services officers and part time employees, shall serve a continuous six (6) month probationary period. Police Services officers and part time employees shall serve a continuous twelve (12) month probationary period. This period of time will be for management to give the new Employee the appropriate training required, evaluate the new Employee's performance and determine if the Employee shall be retained as a regular Employee of the Employer. In cases where both the non-police services officer or the part-time employee and the Employer may benefit from an extended time to determine the employee's fitness for the position, the probationary period may be extended not to exceed ninety (90) days upon the mutual agreement of the Employer and the Employee. Management may terminate during the probationary period providing one (1) day's notice. Dismissal during the probationary period is not subject to appeal through the grievance procedure in this agreement.
- (B) Probationary employees shall be employed for a continuous period of six (6) months before they become regular employees. Sick leave may be used as accrued for illness during the probationary period. A probationary Employee is entitled to all the other benefits as provided in this agreement, except the right to exercise seniority and to grieve dismissal.

**ARTICLE 12 - VACATION**

- (A) Employees shall accrue vacation leave from date of hire but shall not be eligible to use any accrued vacation time until employed six (6) months. For purposes of establishing vacation accruals only, and not for seniority purposes, when a new employee is hired between the 1<sup>st</sup> of the month through the 15<sup>th</sup> of the month, his or her "date of hire" or "anniversary date" shall be considered the first of the month in which the employee was hired. When a new employee is hired between the 16<sup>th</sup> of the month and the last day of the month, his or her "date of hire" or "anniversary date" shall be considered the first of the next month. Vacation time may be taken as it is earned on a monthly basis and must be taken so that no more than three hundred sixty (360) hours are accrued at any one time. It is the Employee's responsibility to assure that his or her vacation hours do not accrue above three hundred sixty (360) hours. However, if the Employee exceeds the three hundred sixty (360) hour limit for work-related or extraordinary reasons the employee and the department head will work out a reasonable schedule in writing to bring the excess below three hundred sixty (360) hours.

<b>YEARS OF SERVICE</b>	<b>MONTHLY ACCRUAL</b>	<b>DAYS PER YEAR</b>
During years 1 through 4	8.00	12
During years 5 through 9	10.00	15
During years 10 through 14	13.33	20
During years 15 through 19	15.33	23
During years 20 through 24	18.00	27
During years 25 and onward	18.67	28

- (B) When a holiday falls during an Employee's scheduled vacation period, the day shall be counted as a holiday and not as a vacation day.
- (C) **The 1992-1994 working agreement disallowed the practice of banking vacation days. Employees who had banked vacation days as of that time may still withdraw the days either in time or money as allowed by Addendum B in Article 9(C) (3) and (4) of the contract for the term 1989 to 1991**
- (D) Employees who for various reasons desire to take their vacation at a certain time, shall notify the Employer at least thirty (30) days in advance of the time specified, or the Employer and employee may mutually agree on the time for vacation.
- (E) The Employer retains the right to arrange and set aside the time for a vacation to be granted with mutual agreement of the employee.
- (F) Upon termination or retirement, the employee shall receive cash compensation for all accrued vacation hours up to two hundred forty (240) hours in their current vacation account. In no event may such cash compensation exceed the two hundred forty (240) hour limit.

**ARTICLE 13 - SICK LEAVE**

- (A) Sick leave for full time employees may be accumulated from year to year at the rate of one (1) day for each month of service, but not to exceed one hundred twenty (120) working days. Part-time employees shall accrue sick leave on a pro-rated basis of hours normally worked. Upon retirement, the Employer shall make available twenty-five (25) percent of the accrued and unused sick leave bank to a maximum not to exceed sixty (60) days for a total maximum of fifteen (15) days (25% x 60 days = 15 days) to be utilized as a salary continuation. For purposes of establishing sick leave accruals only, and not for seniority purposes, when a new employee is hired between the 1<sup>st</sup> of the month through the 15<sup>th</sup>

of the month, his or her "date of hire" or "anniversary date" shall be considered the 1<sup>st</sup> of the month in which the employee was hired. When a new employee is hired between the 16<sup>th</sup> of the month and the last day of the month, his or her "date of hire" or "anniversary date" shall be considered the 1<sup>st</sup> of the next month.

- (B) To be compensated for sick leave, an Employee must notify the Employer as soon as possible on each day that he or she will not be able to work due to sickness or injury, and the Employee, on request of the supervisor, shall furnish a doctor's certificate. This notice requirement may be waived for good cause if the employee establishes he or she was unable to call in because of emergency circumstances such as an auto accident or hospitalization of the employee. An Employee proven to have misused sick leave privileges shall be subject to immediate suspension or discharge.
- (C) Sick leave may be used in a minimum of one (1) hour increments for medical or dental appointments.
- (D) An Employee shall be allowed to use accrued sick leave to care for family members of the Employee who require treatment or supervision, in accordance with State law and the Family Medical Leave Act. A doctor's certificate may be required by the Employer.
- (E) **LIGHT DUTY.** Employees returning from an extended illness and/or disability leave, who are required to perform light duty work may return to work if light duty work is available, until such time as they are physically able and have been released by a medical doctor to return to full duty, at which time they shall be returned to their previously held classification at that classification's rate of pay. The Employer and Union will determine the rate of pay to be paid to the employee performing light duty work, based on the duties assigned. No Employee is guaranteed light duty work.
- (F) **Sick Leave Conversion** When an Employee has a balance of four hundred eighty (480) hours of Sick Leave or more at the end of the calendar year, sixteen (16) of those hours may be deducted from the Sick Leave Balance and converted to eight (8) hours of Personal Leave. Employees must notify the City in writing by December 31<sup>st</sup> of the calendar year if they desire to convert. The Personal Leave day must be taken by December 31<sup>st</sup> of the following year.

#### **ARTICLE 14 - HOLIDAYS**

- (A) The following shall be paid, observed holidays, except for police services officers:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day immediately following Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th

Christmas Day

December 25th

Two floating holidays

One floating holiday shall be earned between January 1 and June 30 of each calendar year, and the other shall be earned and taken between July 1 and December 31 of each calendar year.

Except as stated in Article 6(D), when a holiday falls on a Saturday, the preceding Friday is observed as the holiday. When a holiday falls on a Sunday, the following Monday is observed as the holiday. Holiday overtime will be paid for all hours worked only on the actual holiday.

Wastewater operators who are scheduled to work an 8 hour shift on an observed holiday will be able to take off an additional 8 hour shift during the following 30 days similar to a floating holiday. As an example, if Christmas Day falls on a Sunday, Monday would be the observed holiday. A wastewater operator who works an 8 hour shift that Monday would be allowed to trade working that Monday for a day off during the next 30 days, preferably during the same pay period or may earn overtime in accordance with Article 15E.

Water Plant Operators who perform work on a day which is observed as a holiday will be paid at the regular holiday rate of pay specified in Article 15E. If a designated holiday is observed on an employee's scheduled day off, the employee shall receive a compensatory day off. The compensatory day off will be taken at the employee's discretion within thirty (30) days before or after the designated holiday, upon approval of the employee's immediate supervisor.

- (B) To be eligible for holiday pay, an employee must have worked the last regular scheduled shift before and the first regular shift after the holiday unless the employee is away from work on a paid leave, i.e., vacation or sick leave.
- (C) Police Services Officers shall have thirteen (13) floating holidays in lieu of the holiday schedule in section 11A. The Employee shall arrange with his or her supervisor to take these holidays, but shall take no more than three (3) floating holidays on consecutive days, and shall take no more than seven (7) floating holidays in the first or second six (6) months of the year. The actual holidays specified in section A of this article are normal work days for Police Services Officers and are compensated at straight time. Holidays may be taken or may be paid as compensation on the employee's December payroll check or the last payroll check, whichever comes first. An employee who terminates services with the City shall be paid for any unused holidays on a pro-rated basis.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

- (A) If a death occurs to a member of an employee's immediate family, defined as spouse, son, daughter, mother, father, grandparent, grandchild, legal guardian, brother, sister, step-parent, or step-child, and like relations of the employee's spouse, the employee shall be granted five (5) consecutive days off with pay, one (1) day of which must be the day of the funeral, unless it can be demonstrated to the department head that additional time is necessary.
- (B) Proof of relationship and/or death may be required by the Employer.
- (C) No bereavement leave will be granted for any day on which the affected employee was not scheduled to work.

## **ARTICLE 16 - WORKERS' COMPENSATION**

All requests for leaves of absence to workers being paid by State Industrial Insurance due to job-related injury or illness must be presented in writing to a committee made up of the mayor, the City Administrator, and the department head or foreman of the department involved. The following conditions apply to all such leaves:

- (A) Leave granted will be for a period of up to six (6) months. The Employee must secure a written report from his or her doctor with an estimated date for return to work. Further updates on the employee's condition and return date may be required at the Employer's discretion.
- (B) Employees will continue to accrue seniority benefits for the term of the approved leave, but will not continue to accrue vacation or sick leave.
- (C) The Employee may supplement his or her Workers' Compensation payment by using his or her accrued sick leave and/or vacation. The total payment received by the Employee is limited to the difference between the Employee's regular net salary and the amount received from the state.
- (D) An Employee who is on Workers' Compensation but is still employed by the Employer may hold outside employment only with the proper release from the Department of Labor and Industries. Accepting another position without the proper release while still under the Employer's employ will be cause for dismissal.

If a second job was held at the time of injury, the Employer will pay the difference between the Worker's Compensation allotment and the employee's regular net pay. Funds for this payment will be derived from the employee's accrued sick leave and/or vacation.

If an employee is eligible to take a second job that was not held at the time of injury, the Employer will pay the difference between (i) the employee's regular net pay and (ii) the sum of the Workers' Compensation allotment plus the net pay from the second job. Funds for this payment will be derived from the employee's accrued sick leave and/or vacation.

- (E) When fully released to return to regular duty by the Department of Labor and Industries within six (6) months, the employee shall be reinstated to the position held at the time the leave was granted. The employee will be reinstated to the same or other equivalent position if fully released within the next six (6) months of the leave. The employee will not suffer a loss in pay scale as a result of being placed in another position upon his or her return.
- (F) The employee must return to work immediately following release by the Department of Labor and Industries.

## **ARTICLE 17 - MILITARY LEAVE, JURY DUTY & LEAVE OF ABSENCE**

- (A) RCW 38.40.060 shall determine compensation during military leave.
- (B) Any employee who is called for jury duty shall receive from the Employer his or her regular pay for the actual time that the employee is required to be absent from work because of jury duty. The employee must then reimburse the Employer for fees, other than mileage allowance, received as a juror.

(C) LEAVES OF ABSENCE

All requests for unpaid leaves of absence must be presented in writing to a committee made up of the mayor, the City Administrator, and the department head of the department involved. An Employee who takes unpaid leave without complying with this requirement will be subject to discipline. The following conditions apply to all leaves, except for leaves covered under Workers' Compensation (Article 13):

- (1) The length of the leave granted will be determined by the committee, but may not exceed six months.
- (2) All leaves of absence are unpaid. Use of sick leave accruals during an unpaid leave is not permitted.
- (3) Employees will not accrue benefits while on leaves greater than thirty (30) calendar days. Anniversary dates will be adjusted by the length of such leaves.
- (4) Employees on leave may elect to maintain continuous medical coverage as outlined in the AWC Group Medical Plan. All premium payments will be made by the employee.
- (5) Employees on leave may elect to maintain continuous dental coverage. All premium payments will be made by the employee under the same terms as (4) above.
- (6) Upon expiration of an approved leave, the employee shall be reinstated to the position held at the time the leave was granted or to another equivalent position. The employee will receive any negotiated wage increases to the salary ranges of the position(s) involved.
- (7) An employee on leave may not return earlier than the scheduled end of the approved leave without prior approval of the committee.
- (8) Denials of requests for leaves of absence are not subject to the grievance procedure, but requests for leave will be reviewed on a fair and equal basis.
- (9) All accrued sick leave must be used before a medical leave of absence will be approved.
- (10) All accrued vacation must be used before leaves in excess of two (2) months will be approved, except for medical leaves of absence.
- (11) Maternity leave will be granted as under applicable State and Federal statutes.

**ARTICLE 18 - WAGES**

- (A) Bargaining unit members shall receive wages as listed in the tables that follow at the end of the Contract:
- a. On January 1, 2016, employees shall receive a 0% cost of living increase (COLA)
  - b. On January 1, 2017, employees shall receive a 2% cost of living increase (COLA)
  - c. On January 1, 2017, Water Treatment Plant Operators, Sewer Treatment Plant Operators and the Building Official position will receive an additional market adjustment of 2.5%
  - d. On January 1, 2018, employees shall receive a 2% cost of living increase (COLA)
  - e. On January 1, 2018, Water Treatment Plant Operators, Sewer Treatment Plant Operators and the Building Official position will receive an additional market adjustment of 2.5%

- B) Each new employee shall be placed in Step A of the salary range unless the Employer experiences considerable difficulty in filling a position, in which case a new employee may be placed no higher than step C of the range. Employees are eligible for salary increases upon successful completion of the initial probationary period and annually thereafter to the maximum salary in the range. Salary increases are not automatic and may be withheld in the event of unsatisfactory performance, excessive absenteeism, unsafe work record or disciplinary actions within the year, all subject to the grievance procedures.
- (C) The Employer agrees to continue to classify the employees to conform with the present arrangements, based upon ability and length of service, so that the employees so classified are not reduced to a lesser rate of pay because of being required to perform or serve in a lower classification of skill than the positions in which they have been classified.
- (D) The Employer agrees to give full-time employment to those employees serving in necessary positions, barring unforeseen reductions in anticipated revenue collections which might make such employment impossible. In view of this consideration, the employees assure the Employer that they will report for work regularly during the normal work week unless illness or circumstances beyond their control prevent their working.
- (E) Overtime Pay
- (1) For all employees excluding police services officers, overtime pay at one and one-half (1½) times the base hourly rate is allowed for all time worked over eight (8) hours in any one day and time worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day that is worked that does not fall on a holiday. All work done on holidays shall be paid at double the full hourly rate over the base hourly rate.
  - (2) For employees who are working four (4) consecutive ten (10) hour days, pursuant to Article 6(A)(3), above, overtime pay at one and one-half (1½) times the base hourly rate is allowed for all time worked over ten (10) hours in any one day and time worked beyond forty (40) hours in a seven (7) day work week. All work done on holidays shall be paid at double the full hourly rate over the base hourly rate.
  - (3) For police services officers, all time worked in excess of eight hours, ten or twelve hours per shift, whichever is applicable, or in excess of the total number of hours required to be worked in the employee's scheduled work period shall be compensated at one and one-half times the employee's regular rate of pay.
- (F) Overtime work as defined in Article 15(E) shall be compensated at the rate of time and one-half. Employees, at their option, may substitute "compensatory time off" in lieu of cash in accordance with the Fair Labor Standards Act and department policy. Compensatory time off shall be based on the same accrual rate as provided in Article 15 (E). An employee can carry over a maximum of 20 hours of compensatory time into January of the next year. Any compensatory time on the books at the time of an employee's separation shall be paid at the rate the employee is currently being compensated. Employees may schedule compensatory time off at their request, provided that the staffing levels of the department, as determined by the department head or foreman, are met. The employee's compensatory time balance at the end of each month may not exceed 40 hours. (Note: Compensatory time balances can exceed 40 hours during a month but any hours in excess of 40 at the end of the month must be paid.)

- (G) The City and the Union agree that disinterment of graves is a completely unique task. Based upon this understanding, the City agrees to pay each cemetery worker(s) one hundred (\$100) dollars extra compensation for each disinterment they are required to perform. The Union agrees that it will not request additional compensation outside of labor negotiations for unpleasant aspects of other positions in the bargaining unit.
- (H) Any compensation for maintaining required certifications is included in the base pay for those positions.
- (I) Employees who have obtained a high degree of proficiency in a foreign language deemed necessary for the operations of the City and who are required to use this language on a frequent and continuing basis shall have an additional fifty dollars (\$50.00) added to their base pay each month. The City shall determine which languages are deemed necessary.
- (J) Effective with the first pay period of January 2014, all members of the bargaining unit shall be required to receive his or her compensation via direct deposit, if such arrangement has not already been made by the employee prior to that date

#### **ARTICLE 19 – CLOTHING/UNIFORM ALLOWANCE**

The employer agrees to provide a yearly clothing allowance in the amount of two hundred fifty dollars (\$250) per employee, to every non-uniform employee in this bargaining unit for the purchase of work specific clothing, boots, and rain gear. The Employer also will provide appropriate laundry services for employees whose clothing is exposed to noxious materials. These services shall be provided in a method determined by the City.

The Employer will provide uniforms as required for the animal control officer and the police services officers positions.

#### **ARTICLE 20 - COMMERCIAL DRIVERS' LICENSES – ELECTRICIANS' LICENSES**

The Employer will pay for the cost of a commercial driver's license for an employee whose job requires him or her to have such a license, including the cost of a physical examination when required. The Employee shall receive the physical examination from the physician on contract with the Employer. If the Employee chooses to have the physical examination performed by a physician of his or her choice, the Employer will pay up to two hundred and fifty dollars (\$250) of the bill, the employee will need to provide a copy of the bill in order to be reimbursed.. The employee will suffer no loss of pay while taking the physical or testing required for a commercial driver's license

The Employer will pay for the cost of an electrician's license for each employee who is required by the City to obtain and maintain an electrician's license.

#### **ARTICLE 21 - HEALTH AND WELFARE**

##### **(A) DENTAL BENEFIT**

For the term of this agreement, the Employer will pay the full premium for a dental plan with at least the same level of benefits as in effect December 31, 2015 for each Employee. This plan covers employees and all dependents.

(B) VISION CARE BENEFIT

For the term of this agreement, the Employer will pay the full premium for a vision care plan. For those employees whose job requires safety glasses, the Employer will pay the difference between the cost of one pair of prescription safety glasses and the amount the vision plan will pay for one pair of glasses per year.

(C) MEDICAL BENEFIT FOR THE EMPLOYEE

- a) Starting January 1, 2016 the Employer will pay 100% of the employees premium on the AWC Health First Plan
- b) Starting January 1, 2017 the Employer will pay 100% of the employees premium on the AWC Health First 250 Plan
- c) Starting January 1, 2018 the Employer will pay 100% of the employees premium on the AWC Health First 250 Plan

(D) MEDICAL BENEFIT FOR SPOUSE AND DEPENDENTS

- a) Starting January 1, 2016 the Employer will pay 90% and the employee will pay 10% of the employees dependent(s) premium on the AWC Health First Plan.
- b) Starting January 1, 2017 the Employer will pay 100% and the employee will pay 0% of the employees dependent(s) premium on the AWC Health First 250 Plan
- c) Starting January 1, 2018 the Employer will pay 95% and the employee will pay 5% of the employees premium on the AWC Health First 250 Plan

(E) High Deductible Health Plan

For members who elect to enter the High Deductible Health Plan in 2016, 2017 or 2018 the City will pay 100% of the monthly premiums for the employee and the dependent(s).

For the employees first year in the High Deductible Health Plan the City will pay, depending upon the employee's marital status or dependents, the following amounts to a Health Savings Account:

YEAR ONE	First Month On HD Plan	Month 2-12
Employee Only	\$600	\$200
Employee plus spouse	\$1100	\$400
Employee plus spouse and dependents	\$1100	\$475
Employee, no spouse, plus one dependent	\$1100	\$300
Employee, no spouse, plus two+ dependents	\$1100	\$400

For the employees second year and beyond in the High Deductible Health Plan the City will pay, depending upon the employee's marital status or dependents, the following amounts to a Health Savings Account:

YEAR ONE	Per Month
Employee Only	\$270
Employee plus spouse	\$475
Employee plus spouse and dependents	\$550
Employee, no spouse, plus one dependent	\$385
Employee, no spouse, plus two+ dependents	\$475

Any employee who opts into the high deductible health plan who terminates employment with the City during the year in which the employee enrolls into the plan shall be required to reimburse the City for the first months contribution into the Health Savings Account on a pro rated basis for the number of months remaining in the year. As an example, for an employee with a spouse and two dependents on the High Deductible Health Plan who terminates employment in March would reimburse the City \$91.67 per months (1/12 of the \$1100), times 9 months.

Upon retirement, an employee may elect to continue his medical coverage as set forth by the AWC retirees plan.

#### **ARTICLE 22- LIFE INSURANCE**

The Employer will provide a seventy-five thousand (\$75,000.00) dollar life insurance policy for each employee while employed by the Employer. The parties agree to form a committee to explore the possibility of obtaining additional life insurance coverage at the cost of the Employee.

#### **ARTICLE 23 - WORKING OUT OF CLASSIFICATION**

Any employee temporarily assigned duties of a higher rated job classification by his or her department head or the Public Works Superintendent for which he/she is capable of performing shall be paid at the higher rate for each half shift or more actually worked in such higher classification. "Higher rate" shall mean the minimum of the salary range for the higher rated job classification or to the step in that range which is closest to being 5% greater than their normal salary, whichever is greater. If an employee is temporarily assigned to a lower rated job classification, no reduction in rate shall be made.

- (B) When the regularly assigned lead person is absent, it is understood that the Public Works Superintendent will not designate anyone else as temporary lead person unless a particular job requires the assignment of a lead person, e.g. a project with at least one other employee, and the Public Works Superintendent is not available to serve as lead. If someone is assigned as a temporary lead person for eight (8) hours or more in a given day, they will receive acting out of

classification pay for each hour actually worked in that position. If the foreman and the regular lead are absent, it is understood that someone will be designated lead person for that eight (8) hour shift and will be paid for the full eight (8) hour shift acting out of classification pay. Any person assigned temporary lead shall fill out a time sheet describing the work for which the employee was designated as temporary lead person for each hour worked.

- (C) Acting Out of Class Pay (AOC): The Superintendent will no longer have to justify AOC by written documentation to payroll. The Superintendent will confer and coordinate with the public works director regarding the situations where there is a need to assign AOC duties. Employees will continue to document AOC on their time cards.

#### **ARTICLE 24 - CONTRACTING/SUB-CONTRACTING**

During the term of this agreement, the Employer agrees not to contract out or sub-contract any work traditionally done by bargaining unit employees, excluding police services officers.

At least 45 days prior to any contracting out of Police Services officers positions, the Employer and the Union agree to meet for the purpose of discussing alternatives of the terms of contracting out and/or layoff.

#### **ARTICLE 25 - NON-DISCRIMINATION PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

#### **ARTICLE 26 - SAVINGS CLAUSE**

In the event any article, section or portion of this agreement should be held invalid and unenforceable by any court or competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision; and upon issuance of such a decision, the Employer and the union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

#### **ARTICLE 27 - LIABILITY COVERAGE**

The Employer will provide liability coverage including personal and property in the amount as currently insured.

#### **ARTICLE 28 – OTHER MISCELLANEOUS**

Coffee – The Employer shall provide coffee to employees at City Hall and at the shop.

**ARTICLE 29 – TERM OF AGREEMENT**

- (A) This agreement shall become effective on January 1, 2016 and shall continue in full force and effect until December 31, 2018.
- (B) Both parties agree to meet on or about October 1, 2018, to exchange agreement proposals. Negotiations are deemed to commence upon receipt of the proposals. If no agreement has been reached by December 31, 2018, the parties agree to proceed immediately to mediation as provided under the Public Employment Relations Commission provisions.

The time limits set forth in this section may be altered only by mutual agreement.

- (C) This agreement may be amended at any time by mutual consent of the parties. If negotiations fail to produce a new agreement prior to the expiration of this agreement, the parties agree that this contract shall remain in effect until the new contract is signed. Dated this \_\_\_\_ day of March, 2016.

LOCAL 275:

THE CITY OF HOQUIAM

\_\_\_\_\_  
Hannah Franks, Staff Representative

\_\_\_\_\_  
Jasmine Dickhoff, Mayor

ATTEST:

\_\_\_\_\_  
Josh Ambrose, Chapter Chair

\_\_\_\_\_  
Mike Folkers, Finance Director

<b>AFSCME 2016</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk I	3,352	3,486	3,621	3,768	3,919
Account Clerk II	3,519	3,661	3,800	3,959	4,115
Animal Control	3,237	3,380	3,539	3,702	3,874
Bldg/Code Compliance	3,842	4,001	4,159	4,330	4,506
Building Official	4,320	4,514	4,719	4,931	5,154
Comm Dev Technician	3,519	3,661	3,800	3,959	4,115
Comm Serv Coordinator	3,701	3,842	4,001	4,159	4,330
Court Clerk	3,519	3,661	3,800	3,959	4,115
Court Clerk/Code Compl	3,681	3,831	3,980	4,145	4,311
Crew Lead	4,322	4,498	4,681	4,864	5,072
Electrician II	4,523	4,730	4,943	5,168	5,403
Equipment Operator I	3,655	3,800	3,953	4,114	4,276
Equipment Operator II	3,930	4,089	4,255	4,423	4,611
Lead Sewer Plant Oper	4,121	4,291	4,460	4,644	4,833
Lead Water Plant Oper	4,121	4,291	4,460	4,644	4,833
Maintenance I	3,457	3,591	3,738	3,886	4,047
Maintenance II	3,647	3,797	3,947	4,109	4,276
Mechanic II	4,104	4,285	4,480	4,681	4,896
Meter Reader	3,324	3,458	3,591	3,738	3,886
Planner	4,159	4,330	4,507	4,694	4,888
Police Secretary	3,519	3,661	3,800	3,959	4,115
Police Services Officer	3,842	4,001	4,159	4,330	4,506
Public Works Superintendent	5,530	5,760	6,000	6,240	6,500
Sewer Plant Operator	3,743	3,900	4,054	4,220	4,394
Water Plant Operator	3,743	3,900	4,054	4,220	4,394
WTP/Cross Conn Control Oper	3,743	3,900	4,054	4,220	4,394

<b>AFSCME 2017</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk I	3,419	3,556	3,693	3,843	3,997
Account Clerk II	3,589	3,734	3,876	4,038	4,197
Animal Control	3,302	3,448	3,610	3,776	3,951
Bldg/Code Compliance	3,919	4,081	4,242	4,417	4,596
Building Official	4,514	4,717	4,931	5,153	5,386
Comm Dev Technician	3,589	3,734	3,876	4,038	4,197
Comm Serv Coordinator	3,775	3,919	4,081	4,242	4,417
Court Clerk	3,589	3,734	3,876	4,038	4,197
Court Clerk/Code Compl	3,755	3,908	4,060	4,228	4,397
Crew Lead	4,408	4,588	4,775	4,961	5,173
Electrician II	4,613	4,825	5,042	5,271	5,511
Equipment Operator I	3,728	3,876	4,032	4,196	4,362
Equipment Operator II	4,009	4,171	4,340	4,511	4,703
Lead Sewer Plant Oper	4,306	4,484	4,661	4,853	5,050
Lead Water Plant Oper	4,306	4,484	4,661	4,853	5,050
Maintenance I	3,526	3,663	3,813	3,964	4,128
Maintenance II	3,720	3,873	4,026	4,191	4,362
Mechanic II	4,186	4,371	4,570	4,775	4,994
Meter Reader	3,390	3,527	3,663	3,813	3,964
Planner	4,242	4,417	4,597	4,788	4,986
Police Secretary	3,589	3,734	3,876	4,038	4,197
Police Services Officer	3,919	4,081	4,242	4,417	4,596
Public Works Superintendent	5,641	5,875	6,120	6,365	6,630
Sewer Plant Operator	3,911	4,076	4,236	4,410	4,592
Water Plant Operator	3,911	4,076	4,236	4,410	4,592
WTP/Cross Conn Control Oper	3,911	4,076	4,236	4,410	4,592

<b>AFSCME 2018</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk I	3,487	3,627	3,767	3,920	4,077
Account Clerk II	3,661	3,809	3,954	4,119	4,281
Animal Control	3,368	3,517	3,682	3,852	4,031
Bldg/Code Compliance	3,997	4,163	4,327	4,505	4,688
Building Official	4,718	4,929	5,153	5,385	5,628
Comm Dev Technician	3,661	3,809	3,954	4,119	4,281
Comm Serv Coordinator	3,851	3,997	4,163	4,327	4,505
Court Clerk	3,661	3,809	3,954	4,119	4,281
Court Clerk/Code Compl	3,830	3,986	4,141	4,312	4,485
Crew Lead	4,497	4,680	4,870	5,061	5,277
Electrician II	4,706	4,921	5,143	5,377	5,621
Equipment Operator I	3,803	3,954	4,113	4,280	4,449
Equipment Operator II	4,089	4,254	4,427	4,602	4,797
Lead Sewer Plant Oper	4,500	4,686	4,870	5,071	5,278
Lead Water Plant Oper	4,500	4,686	4,870	5,071	5,278
Maintenance I	3,597	3,736	3,889	4,043	4,210
Maintenance II	3,794	3,950	4,106	4,275	4,449
Mechanic II	4,270	4,458	4,661	4,870	5,094
Meter Reader	3,458	3,598	3,736	3,889	4,043
Planner	4,327	4,505	4,689	4,884	5,085
Police Secretary	3,661	3,809	3,954	4,119	4,281
Police Services Officer	3,997	4,163	4,327	4,505	4,688
Public Works Superintendent	5,753	5,993	6,242	6,492	6,763
Sewer Plant Operator	4,087	4,259	4,427	4,608	4,798
Water Plant Operator	4,087	4,259	4,427	4,608	4,798
WTP/Cross Conn Control Oper	4,087	4,259	4,427	4,608	4,798