

**AGREEMENT
BY AND BETWEEN**

THE CITY OF LACEY

AND

**LOCAL 618-L
LACEY CITY EMPLOYEES**

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO**

January 1, 2016 through December 31, 2018

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PREAMBLE

The City of Lacey, a municipal corporation, hereinafter known as the "Employer," does hereby enter into an agreement with Local 618-L of the Washington State Council of County and City Employees (WSCCCE) of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter known as the "Union," for the purpose of providing harmonious working relations between the Employer and the employees, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1 - GENERAL PROVISIONS

- 1.1. **Union.** The Union hereby and herewith covenants, agrees, and represents to the Employer that the Union is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this agreement as herein set forth. The parties agree that in conferences and negotiations the Union will represent all employees in the bargaining unit.
- 1.2. **Employer.** The Employer hereby and herewith covenants, agrees, and represents to the Union that the Employer under the express limitations of this Agreement is duly authorized and empowered to contract for and on behalf of the City of Lacey and for itself represents that it will faithfully and diligently abide by and strictly be bound to all of the provisions of this Agreement as herein set forth.
- 1.3. **Representations.** It is agreed and understood between the parties hereto that this Agreement contains all covenants, stipulations, and provisions, agreed upon at the time of agreement, by the parties hereto. No agent or representative of either party has authority to make any promise, inducement, or agreement contrary to the provisions herein.
- 1.4. **Gender Disclaimer.** Wherever words denoting a specific gender are used in this Agreement, they are intended to apply equally to all employees without regard to gender.
- 1.5. **Definitions.**

Appointing Official - the City Manager or his/her designee.

Classification - an assembly of positions that are compensated at the same pay level.

Department - is defined as normal operating departments of the City with the exception that Public Works is broken down into several divisions. Those are: a. Engineering; b. Operations Transportation; c. Operations Parks Maintenance; d. Operations Water & Wastewater; e. Operations Equipment Rental; and f. Water Resources.

Department Director - the employee designated as serving as the head of a department of the City and includes, without being limited to: Police Chief, Parks and Recreation Director, Finance Director, Director of Public Affairs and Human Resources, Community Development Director, and Public Works Director.

Grievance - For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement.

Job Family - a grouping of similar positions requiring a specific field of technical and/or professional expertise, skills, and training (see Appendix A).

Position - specific "job" or duties performed by an employee for a specific department and division on a regularly occurring basis.

Qualify or Qualified - meeting the minimum qualifications for the position.

Regular Full-Time Position - An approved, budgeted, continuous position that requires at least forty (40) hours of work per week. Full-time employees shall be entitled to full benefits in accordance with this agreement.

Regular Part-Time Position - An approved, budgeted, continuous position that requires at least twenty (20) hours of work but less than forty (40) hours. Part-time employees shall be entitled to all benefits on a pro-rated basis, unless otherwise stated.

Represented Temporary Employees - An employee who has worked in a job classification listed in Appendix A for more than six (6) months but not more than twelve (12) consecutive months; provided the parties may mutually agree to an exception for extenuating and/or unusual circumstances. Represented temporary employees will become members of the Union, and will be covered by the terms of this Agreement, unless otherwise stated, beginning the first payroll period following the employees' completion of six (6) months of continuous employment in a temporary position. Represented temporary employees serve "at will" and may be terminated or disciplined without recourse to the grievance procedure.

Seniority - Seniority shall mean the most recent date of hire in a regular budgeted position represented by the Union; except as defined differently in Article 13 – Reduction in Force.

Supervisors -

Immediate Supervisor - is defined as supervisory positions at the following organizational levels; such as: Maintenance Supervisors in Operations, Engineering Managers in Engineering (e.g., PW Management Analyst, City Surveyor, Transportation Design Manager, Design & Construction Manager, Senior Utilities Engineer, and Water Quality Analyst), Senior Accountant, Customer Services Supervisor, and IS Manager.

Mid-Level Supervisor - shall include positions such as Operations Manager, City Engineer, Building Official, Accounting Manager, Water Resources Manager, and Police Commander. If there is a conflict or change in a supervisory definition, the parties shall refer to the Department's most current organizational chart.

ARTICLE 2 - UNION RECOGNITION-EXCLUSIONS

- 2.1. **Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time, regular part-time, and represented temporary positions of the City of Lacey allocated to classifications listed on Appendix A except those the parties mutually agree to exclude from the bargaining unit. The City agrees to notify the Union in writing of its intent

to exempt new classifications not currently listed on Appendix A. Notification will be made before an affected vacant position is advertised or posted.

2.2. Exclusions.

2.2.1. Seasonal employees are employees hired by the City to handle peak work load periods. Seasonal positions will be used for no more than six (6) months. Seasonal employees transferred to another seasonal position remain subject to the six (6) months total aggregate employment.

2.2.2. Temporary employees are employees hired by the City for specific projects or programs, including grant-funded positions, or to replace employees temporarily unable to work, provided the term of employment for a temporary employee shall not exceed six (6) consecutive months. The parties to this agreement may mutually agree to an exception for extenuating and/or unusual circumstances.

2.3. City Use of Temporary/Seasonal Employees. The City will not hire full-time temporary, represented temporary, or seasonal positions on a consistent year round basis (e.g., January through December) in the same Department; provided, the parties may mutually agree to an exception for extenuating and/or unusual circumstances.

ARTICLE 3 - UNION SECURITY-MEMBERSHIP

3.1. Membership. All current members shall remain members of Local 618-L for the life of this Agreement as a condition of employment. All new employees shall, as a condition of employment, become and remain members of the Union in good standing within thirty (30) days of their date of hire. Objections by any employee to joining the Union which are based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be honored. Any such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee so affected and the Union. Should they fail to agree, the Public Employment Relations Commission may be petitioned to make a decision. During the Employee Orientation process provided by the Employer, the Union President and/or designee may provide a short (10 to 15 minute) introduction to the Union contract, dues, and procedures for collaborative problem-solving of contract issues.

3.2. Fees/Dues. In order to carry out the requirements of Section 3.1 of this Article, the Employer agrees to deduct from the paycheck of each employee designated in Section 3.1 an amount equal to the regular monthly dues uniformly required of members of the Union either as Union dues, or charitable contribution, whichever may be the case. The amount of dues deducted shall be transmitted monthly to Council 2, WSCCCE on behalf of the employees involved. The amount deducted for charitable contributions shall be paid by Council 2 to the charitable organization pursuant to agreement reached under paragraph "A" of this Article. The Union agrees to refund to the Employer any amounts paid to it in error on account of the provisions of this paragraph upon presentation of proper evidence thereof.

3.3. Hold Harmless Agreement. The Union agrees to defend, indemnify, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 – RIGHTS

4.1. Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the departments or the City or any parts of departments. It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business, equipment to be utilized, and the layout thereof; the right to establish or change schedules of work, evaluations, and standards of performance; the right to establish, change, combine, or eliminate jobs, positions, job classifications, and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, and equipment, or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work, with appropriate prior notice to the Union when current bargaining unit positions will be reduced or significantly affected; the right to use volunteers; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to hiring, selecting, and training of new employees, suspending or discharging; scheduling, assigning, laying off, recalling, promoting, retiring, demoting, and transferring of its employees.

4.1.1. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement, except as to whether or not the exercise of such management prerogative, function, or right is a violation of the terms of this agreement.

4.2. Union Rights.

4.2.1. Business Representative of the Union. The President of the Union, or designee, and accredited representatives of WSCCCE Council 2, shall be allowed access to all facilities of the Employer wherein the employees covered under this Agreement may be working for the purpose of investigating grievances, providing new employee orientation information (10-15 minutes), or other legitimate local union business where such business involves meeting with supervisors or non-represented personnel, providing such representative does not interfere with the normal work processes. After notifying and receiving permission from the Director of Public Affairs and Human Resources or designee, the president of the Union or designated Stewards, may have reasonable time off with pay in order to investigate grievances, attend grievance meetings, and meet with City

officials to carry out the business of the Union. Normally, contacts with employees shall be held during the employees' breaks and/or lunch period so that there is no suspension of work or interference with the operations of the City. When this is not possible, a Union Representative may request his/her supervisor for five (5) minutes to confer with the affected employee to schedule a time to meet off hours. Also, before attending scheduled meetings, the employee will ask permission of his/her supervisor. Such permission will not be unreasonably withheld.

4.2.2. Employee Upholding Union Principles/Performing Duties. The Employer agrees that the employees covered by this Agreement shall not be discharged or discriminated against for upholding Union principles so long as these activities are lawful and do not interfere with normal work processes of the Employer.

4.2.3. Negotiations. Not more than four (4) members of the Union's negotiating team shall be permitted to attend negotiating meetings with City representatives without loss of pay to the extent that such meetings are scheduled during the working hours of the members so attending.

4.2.4. Bulletin Boards. The Employer agrees to allow the Union/Staff Representatives to use designated bulletin boards, the purpose of which shall be to post union information. It is specifically understood that no notices of a discriminatory or a political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the union official responsible for the posting.

4.2.5. E-Mail. Use of the City's e-mail system is limited to business use only. The Employer agrees to allow the union/staff representatives the use of the City's e-mail system only for the purposes of posting notices of meeting dates, times, and locations (no attachments), or for joint labor and management relations communications related to contractual issues. The City reserves the right to remove this permission should violations occur which are in violation of this provision or City policy.

ARTICLE 5 - HOURS OF WORK

5.1. Normal Workweek. The normal workweek for all current bargaining unit employees, except those specifically excluded or by mutual agreement, shall be Monday through Friday and forty (40) hours consisting of either five (5) consecutive days of not less than eight (8) hours per day exclusive of lunch period or four (4) consecutive days of not less than ten (10) hours per day exclusive of lunch period, depending on the operational need of the City. Other regular schedules may be worked by mutual agreement of the employee(s) and Employer with a copy to the Union. New employees hired after December 31, 2001 may be hired or subsequently transferred to work a regular workweek schedule consisting of five (5) consecutive days on duty with two (2) consecutive days off duty. Any employee hired before 12/31/2001 who accepts a position

advertised with a non-traditional workweek accepts a non-traditional workweek as a condition of employment.¹

¹The intent of this language is if a job posting or advertisement does not specifically reference a required non-traditional workweek at the time of the advertisement, then an employee who was hired before 12/31/2001, and who successfully applies and is granted that job has rights to a traditional workweek under the contract. In the event of a conflict between this contract language and job descriptions that contain language such as “may be required to work non-traditional workweeks”; this contract provision shall prevail.

When City operation requires a change of an employee’s normal workweek, for a specific job, project, or city function, the Department Director shall issue a written notice to said employee as required by this agreement. Upon completion of the specific job, project, or function, the employee shall resume his regular job and normal workweek. No employee shall be subject to change of his/her normal workweek without written notification as provided for in Article 5.10 except in emergency situations.

5.2. Regular Starting/Quitting Time.

5.2.1. All employees shall have a regular starting and a regular quitting time, and any work performed before the regular starting or after the regular quitting time shall be considered overtime; except as for provided in Article 5.5, Overtime and Article 5.7, 40 Hour Workweek Schedule. Provided, the regular work hours and/or lunch period may be occasionally shifted to allow employees to attend scheduled training or a meeting which falls within two (2) hours of the normal start or stop of their regularly assigned work day.

5.2.2. An employee unable to report to work at his/her normal scheduled starting time must make every reasonable attempt to notify his/her supervisor within the first fifteen (15) minutes of the start of the work shift (earlier notification is encouraged if the employee can reach his/her supervisor). If the employee is unable to get through the phone lines to reach his/her supervisor after 8:00 a.m., the employee shall call City Hall and request the call be transferred and/or leave a message and telephone number where the supervisor can contact the employee. In the case of critical illness, a spouse, domestic partner, or close friend may call for the employee. Failure to call in an absence may be grounds for disciplinary action if the employee does not provide the City a reasonable cause.

5.3. Emergency and Emergency Work Assignment/Scheduling. The City Manager or designated Department Director has the authority to declare a City-wide emergency situation. During a major emergency or disaster of such magnitude that an extensive City response is needed (i.e., significant earthquake, volcanic eruption, etc.), *all* employees are to report in to work as soon as possible after attending to immediate family health and safety needs.

During a lesser emergency affecting only certain operational areas or a smaller portion of the City (i.e., storm, riot, network failures, cyber attacks, security breaches, etc.), the supervisor as listed

in Article 1.5 has the authority to declare an emergency situation. Employees in those operational areas affected should contact their supervisor to see if they are needed to report to work (and/or respond in accordance with established department operational procedures for emergency response).

For an emergency requiring a 24-hour response, employees may be assigned to 12.5 hour shifts. Employees assigned to either shift will receive their regular pay for the first eight (8) hours of their shift, then 1 ½ time for the remaining four and half (4.5) hours. Employees will be offered shift selection on the basis of seniority.

In the case of an emergency, the City reserves the right to assign and schedule employees to work whenever and wherever as needed and take other actions as necessary to ensure the protection of life, health, safety, and property of persons under our jurisdiction for the duration of the emergency.

Employees sent home by their supervisors early in anticipation of an upcoming needed response shall be paid for the duration of the remainder of their regular shift.

- 5.4. **Breaks.** Employees may take a fifteen (15) minute break period during paid working hours approximately midway through each four (4) hours of work. Breaks shall be taken in the field when working away from City facilities prior to and after the break. The fifteen (15) minute break period is inclusive of travel time.
- 5.5. **Overtime.** Overtime for regular full-time or regular part-time employees shall be defined as hours compensated in excess of the regular workday or over forty (40) hours in the workweek (as applied in Article 5.7). All overtime must be authorized by the employee's supervisor in charge.

Compensation for overtime shall take the form of pay at time and one-half or compensatory time at the rate of time and one-half, at the employee's option.

- 5.6. **Compensatory Time.** At the time an employee exercises his/her option, by marking his/her timecard, he/she makes an irrevocable decision as to whether all or part of the overtime will be compensated as compensatory time or paid overtime. Compensatory time may be taken only in the form of time off from work. Compensatory time off accumulated shall not exceed eighty (80) hours per employee during a calendar year. On November 30 of each calendar year, all compensatory balances must be reduced to forty (40) hours and/or scheduled to be reduced to forty (40) hours by December 31. Any additional compensatory time over the 40-hour maximum will be paid as overtime in the next pay period. Any overtime earned which would place the employee above the maximum accrual of eighty (80) hours of compensatory time would be paid at time and one-half at the end of the pay period in which the overtime was earned. Use of compensatory time shall be scheduled in advance with the immediate supervisor based upon the convenience of the operations of the employer within the limitations as stated above.

5.7. 40-Hour Workweek Schedule. Positions designated as having a Workweek Schedule (i.e., 40 hours) are positions which normally have scheduled early morning, evening, and/or weekend job requirements. Employees working a Workweek Schedule will receive one and one-half times the regular hourly rate of pay for all hours compensated over forty (40) in accordance with Section 5.5. However, the Department Director may authorize overtime at the rate of one and one-half times the regular hourly rate of pay for all authorized, non-scheduled work (not a part of the expected, regular schedule; i.e., special demands or projects, extra effort required to meet workload demands, etc.). For employees working a Workweek Schedule, the workweek shall be designated by the respective Department Director which will be documented and attached as an Appendix B to this contract.

5.8. Flex Time. The requirements of Sections 5.1, 5.2, and 5.3 shall not preclude the Department Director and employees of the department from mutual agreement on a Flex Time Schedule. Hours flexed must occur in the same workweek for forty (40) hour work week employees, as defined in Appendix B to this contract. For all other employees, flex time must occur in the same day.

5.9. Call Back.

5.9.1. Employees (including employees on standby duty) who are called back to work shall receive a minimum of two (2) hours pay at the overtime rate for the work for which they are called back. If an employee receives a second or additional call before having left the Operations Maintenance Center or the work location, the employee shall not receive additional call back pay. If, after having left the Operations Maintenance Center or the work location, an employee receives a call back to work, he/she shall receive call back pay as described above.

5.9.2. An employee will be paid overtime at time and one-half for any additional time worked beyond the two (2) hour call back until the start of their regular shift.

5.9.3. When Not Receiving Stand-By Pay - In lieu of call back, if an employee receives a non-standby work-related communication when off duty and is asked to work (e.g., troubleshoot problems) he/she will receive overtime pay at fifteen (15) minute increments, with a fifteen (15) minute minimum, regardless of the length of the response required. For communications that are received, and responses required, between midnight and 5 a.m., the employee shall receive overtime pay in thirty (30) minute increments. Work shall include any tasks that do not require the employee to leave home, including but not limited to telephone calls, remote access, or text messaging.

5.9.4 When Receiving Stand-By Pay - In lieu of call back, if an employee receives a work-related communication while in a standby pay status, the call will not be compensated if the response required is less than fifteen (15) minutes in duration. For responses that require fifteen (15) minutes or more, the employee shall receive overtime pay in fifteen (15) minute increments, with a fifteen (15) minute minimum. For responses that require fifteen (15) minutes or more between midnight and 5 a.m., the employee shall receive overtime pay in thirty (30) minute

increments. Work shall include any tasks that do not require the employee to leave home, including but not limited to telephone calls, remote access, or text messaging.

5.9.5. This provision shall not apply to hours worked which are annexed consecutively to the end of the working day or within one (1) hour of the beginning of the regularly scheduled working day, provided, however, there shall be a minimum of one (1) hour overtime paid for any work performed within one (1) hour of the beginning of the working day. Hours which are annexed to the end of the working day will be paid at the overtime rate of time and one-half for actual time worked.

5.9.6. Rest/Sleep Period. An employee called back in the following situations shall receive eight (8) consecutive hours off duty prior to their next regular shift, immediately following the completion of the last call:

- a. Called back before 3:00 a.m. and has worked for two (2) hours or more after midnight and before 5:00 am;
- b. Called back three (3) or more times after 9:00 pm and before one (1) hour prior to the beginning of his/her next scheduled work shift.

Provided, if the employer needs the employee to continue to work in the above (a & b) situations, the employee will be compensated at the overtime rate for all hours worked until released from duty.

5.9.6.1. Following the off duty time, the employee shall report for duty until the end of their scheduled shift. The employee shall be compensated at his/her regular rate of pay for any off duty hours that overlap the employee's regular work shift. The off duty time may be interrupted by emergency conditions. In this event, the employee shall be paid overtime for any hours worked during the eight (8) hour off-duty period.

5.9.7 Call back time starts when an employee leaves his/her driveway or location at the time of the call and is en route in response to a call or to the Operations Maintenance Center.

5.10. Work Schedule Change. This section applies during non-emergencies. A change in workweek and/or shift will require a minimum of fourteen (14) calendar days written notice delivered to the applicable employees unless mutually agreed upon between the employee(s) and the supervisor.

5.10.1. If it becomes necessary for the City to schedule employees on alternate shifts (i.e., nights, weekends, etc.) who are otherwise not already doing so, the following process shall be applied:

- a. The City will create a list, by Seniority, of employees eligible to perform the required duties based on skills and knowledge; based upon the qualifications needed to do the job. The City will notify each employee selected for the list. New employees are not considered eligible until they successfully complete probation.
- b. The City will call for volunteers from the list of eligible employees based on Seniority.

- c. If more employees are needed to fill shifts beyond those who have volunteered, employees hired after December 31, 2001 will be assigned the shift with the least senior eligible employee being the first required to fill the shift.
- d. In the event of a temporary assignment, no individual employee shall be assigned a temporary alternate schedule longer than one (1) month, except by mutual agreement. In the event employees are required to work an alternate schedule for longer than one (1) month, either a volunteer or the next least senior employee shall be selected for the assignment in accordance with the procedure noted above.

5.11. Scheduled Night-Time Work. Scheduled night time work is inspection work for construction projects. The provisions of this article only apply to night-time inspection work that is performed by employees in the classifications of: Engineering Technician III and Civil Engineer.

With supervisor pre-approval, employees will receive overtime pay for any hours actually worked over eight (8) in a workday. Hours actually worked does not include any non-working compensated hours (i.e. vacation, sick leave, or holidays). Any scheduled night-time work performed between the hours of midnight and 6:00 a.m. will be paid at straight time plus a 15% premium pay.

A workday is defined as beginning at 12:00 a.m. and ending at 11:59 p.m.

The Union and the City agree that this section of the contract will be reviewed within twelve (12) months of the effective date of this new provision.

5.12 Standby. Employee assignment to the Primary Standby Team is on a voluntary basis. The purpose of Standby Duty is to be available during off-duty hours:

- 1. To receive service requests concerning problems.
- 2. To investigate the nature and seriousness of the problem either by telephone or by on-site inspection.
- 3. To correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public.
- 4. To call out appropriate crews when necessary to direct the crew to the site; to perform work as a crew member if callback should occur.
- 5. To keep appropriate records within guidelines of Division procedures for standby.

5.12.1. Standby Assignment. In the event the City needs to assign employees to work standby it will be on the basis of seniority, least senior employee first, unless the parties mutually agree to a different procedure.

5.12.2. Standby Procedures. Procedures and guidelines for individuals working on the Standby Team are maintained in the Standby Operations Manual. The City agrees to notify the Union President and the Union Staff Representative in writing if any proposed changes to these procedures and guidelines will affect working conditions, hours of work, or pay. Employees working standby who respond to a call out in accordance with applicable standby procedures shall be eligible for minimum call back pay per the provisions of Article 5.9.1 Call Back.

5.12.3. Standby Compensation. Employees assigned to standby shall be compensated at the rate of two dollars and sixty cents (\$2.60) per hour. Standby pay shall be increased on January 1st of each year by one hundred percent (100%) of the Seattle-Tacoma-Bremerton CPI-W, 1982 84-100, Half 1, All items. Employees shall not be compensated for standby pay during normally scheduled work hours or normally scheduled work breaks (i.e., lunch).

Standby team members may voluntarily make mutual agreements to cover for each other provided they notify the appropriate supervisor. When employees choose to split a standby shift, only one employee covering the standby shift shall receive the standby compensation at a time.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1. Intent.** The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Grievance hearings with the employee and Union Representatives will be scheduled during normal work hours except by mutual agreement of the parties.
- 6.2. Grievance Definition.** For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. An employee, group of employees, or the Union must file a grievance as provided for in Steps 1-3 below.
- 6.3. Steps in the Grievance Procedure.** The following steps shall be followed in processing grievances. At any step of the grievance procedure, the Employer may request additional information from the Union in writing, in regards to the reasons the Union felt the grievance was unsatisfactorily resolved at the prior step.
- 6.3.1. Step 1 - Supervisor.** Step 1 provides an opportunity for discussion and remedy of the grievance at the lowest possible level. The grievant employee(s), with or without the Union Steward, shall present the grievance within ten (10) working days of its alleged occurrence, or when the employee(s) first knew (or should have known) of its occurrence, to his/her immediate supervisor who shall attempt to resolve it within five (5) working days after receipt of this grievance. Oral warnings shall not be grieved beyond this step.
- 6.3.2. Step 2 - Division or Mid-Level Supervisor.** All grievances of disciplinary action at a written warning level or higher shall be filed initially at Step 2. Or, if the Union is not satisfied with the solution of the immediate supervisor at Step 1 regarding other grievance topics, the grievant and the Union Steward shall submit the grievance in written form within ten (10) working days of the supervisor's response, to the Division or Mid-Level Supervisor or designee. The statement must include:
- a) A statement of the grievance and relevant facts.
 - b) Specific provision(s) of the Agreement alleged to have been violated.
 - c) Remedy sought.

6.3.2.1. Where there is not a Division or Mid-Level supervisor the grievance shall instead be filed at Step 3 with the Union supplying the written grievance statement information requested in Step 2.

6.3.2.2. The Division or Mid-Level Supervisor or designee shall schedule a meeting with the parties within ten (10) working days after receipt of the grievance and shall attempt to resolve the grievance. The Division or Mid-Level Supervisor or designee shall provide a written response to the Union Staff Representative, with a copy to the Steward and the grievant within ten (10) working days after the meeting.

6.3.3. Step 3 - Department Director. If the Union is not satisfied with the remedy of the Division or Mid-Level Supervisor at Step 2, the Union shall submit the written grievance within ten (10) working days of the Division or Mid-Level Supervisor's response, to the Department Director or designee with a copy to Human Resources.

The Department Director or designee shall schedule a meeting with the parties within ten (10) working days after receipt of the grievance and shall attempt to resolve the grievance. The Department Director shall provide a written response to the Union Staff Representative, with a copy to the Steward and the grievant, within ten (10) working days of the meeting. Written warnings shall not be grieved beyond this step.

6.3.4. Step 4 - City Manager. If the Union is not satisfied with the remedy of the Department Director at Step 3, the Union shall submit the written grievance within ten (10) working days of the Department Director's response to the City Manager or designee with a copy to Human Resources. The City Manager shall schedule a meeting with the parties within ten (10) working days after receipt of the grievance. The City Manager or designee shall provide a written remedy to the Union Staff Representative, with a copy to the Steward and the grievant, within ten (10) working days of the meeting.

6.3.5. Step 5 - Mediation. If the grievance remains unresolved after fifteen (15) working days from the date of submission of the grievance remedy from the City Manager or designee, the written grievance, as set forth in Step 2, may be submitted by mutual agreement to the Public Employment Relations Commission. Mediation may be waived by written agreement of the parties.

6.3.6. Step 6 - Arbitration. If the mediator declares the parties to be at impasse, or if the mediation step is waived, the parties shall request an arbitrator within fifteen (15) working days from the date the parties waive mediation or reach impasse, in accordance with the following procedures:

6.3.6.1. Selection of Arbitrator. The parties will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple related grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service, Public Employment Relations Commission, or National Academy of Arbitrators to provide a list of nine (9) names of

members of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon (the list may be reduced to seven (7) names if the agency selected only initially provides seven (7) names by practice). The parties may agree on an alternate source for a list of arbitrators. The parties shall alternately strike one name from the list until only one name remains. The one name remaining shall be the arbitrator. A coin toss shall determine which party shall strike the first name from the list of arbitrators.

6.3.6.2. Hearing. The arbitrator shall hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be private and shall include only such parties in interest and/or designated representatives. The City will authorize paid work hours for attendance at a grievance hearing for only the affected employee (if still employed) the Union President or Steward, and City employees who are witnesses for the specific times they are scheduled to be available to testify. The arbitrator shall render a decision within thirty (30) calendar days after such hearing. The arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to substitute his/her judgment on a matter for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided the decision does not involve action by the Employer which is beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate agreements or to change any of the present provisions of this Agreement.

6.3.6.3. Fees and Expenses. The fees and expenses of the arbitrator and the proceedings shall be paid by the "losing" party to the award. If the parties cannot agree as to who is the "losing" party, the arbitrator's choice shall be determinative. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses (except as provided for under Article 6.3.6.2. - Hearing). If either party desires a record of the proceedings, it shall solely bear the cost of such record.

6.3.6.4. Limitations. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement and no arbitration, determination, or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

6.3.6.5. Provision for Remand. In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

6.3.6.6. Voluntary Abatement. The Union, on behalf of all grievants, may withdraw a grievance and/or not authorize progression of a grievance at any step in the grievance procedure. The City agrees that withdrawal of a grievance does not constitute a precedent for future grievance remedies. The City further agrees that it shall not offer a settlement which violates the terms and conditions of this Agreement.

- 6.4. **Exclusive Remedy.** It is agreed that the grievance procedure set forth herein is the sole and exclusive remedy for the redress of a grievance by any employee covered by this Agreement.
- 6.5. **Provision for Waiver of Time Limits.** Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure to submit a reply within the specified time limits shall entitle the grievant to proceed to the next step. If the grievance and/or the Union fail to comply with any of the above time limits, the grievance shall not proceed to the next step and the City shall implement the last remedy it proposed.

ARTICLE 7 - WORK STOPPAGES AND EMPLOYER PROTECTION

- 7.1. **Work Stoppages - Defined.** The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with Employer functions by employees; and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred. If employees continue a work stoppage after the Union notifies them to cease engaging in the work stoppage, those employees may be subject to disciplinary action by the City.
- 7.2. **Cease Work Stoppage Order.** Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.
- 7.3. **Prohibition Against Honoring Picket Lines.** Employees in the bargaining unit, while acting in the course of their employment, shall not voluntarily honor any picket line unless the employee fears for his/her safety. In this event, the employee shall immediately contact his/her supervisor. In order to maintain City services under this circumstance, however, the City will implement a plan to ensure the continuity of services.
- 7.4. **Lockouts.** There will be no lockout of employees in the Union by the Employer as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 8 - SAFETY

- 8.1. **Conformance with Regulations.** The Employer and the employees shall conform to all federal, state, and local health and safety regulations applicable to work operations performed by the City.

ARTICLE 9 - SALARIES

- 9.1. **2016 Salaries.** Effective January 1, 2016, salaries shall be increased 2.0%.
The monthly salaries of the employees covered by this Agreement are contained in Appendix A.
- 9.2. **2017 & 2018 Salaries.** Effective January 1 of each year, salaries shall be increased by ninety percent (90%) of the Seattle-Tacoma-Bremerton CPI-W, 1982-84=100, Half 1, All Items, with a minimum of two percent (2.0%) and a maximum of four percent (4.0%).
- 9.3. **Progression Between Steps.** All employees will move to the next step on the salary schedule (Appendix A) on their annual step anniversary date.
- 9.4. **Direct Deposit.** Employees will sign-up at the time of hire to receive their monthly paycheck by direct deposit or wire transfer of funds to a bank of employee's choice.
- 9.5. **Promotional/Reclassification.** An employee promoted or reclassified to a higher grade shall receive a salary increase as follows:
- A. If their rate of pay in the lower grade is below the minimum salary of the higher grade, their pay shall be increased to the minimum step of the higher grade or to the step in that range which will constitute at least a five percent (5%) pay increase.
 - B. If their rate of pay in the lower grade is within the range of the higher grade, they shall be advanced to the step in the higher grade which constitutes a two step increase in pay or to the step at the top of the range, whichever is lower.
 - C. The employee's step anniversary date will be changed to the date of their promotion/reclassification.

ARTICLE 10 - HOLIDAYS

- 10.1. **Holiday Schedule.** The following are legal paid holidays to be observed by employees in the bargaining unit:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after 4th Thursday in November
Christmas Day	December 25

- 10.2. Schedule of Holidays Falling on Weekends.** A legal holiday which falls on Saturday shall be observed on the preceding Friday. A legal holiday which falls on Sunday shall be observed the following Monday.
- 10.3. Floating Holidays.** All employees in the bargaining unit shall be entitled to two (2) paid holidays per calendar year in addition to those specified in Section 10.1. New employees must be employed for six (6) calendar months before being eligible for a floating holiday. The floating holiday may be taken after consultation with and the approval of the supervisor. Such floating holiday must be used within the calendar year and may not be carried from one year into the next.
- 10.4.** Employees must be in a paid status the scheduled shift before and the scheduled shift after a holiday to receive holiday pay. Full-time employees will receive eight (8) hours straight time pay for the holiday and regular part-time employees will receive holiday hours, pro-rated based on the budgeted FTE for the position, not based on hours actually worked.
- 10.5.** If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same pay period of the holiday or the pay period immediately following.
- 10.6. Work on a Holiday.** If the City requires employee(s) to work on an observed or actual holiday, the employee(s) shall be compensated at the overtime rate (see section 5.5) for hours worked in addition to the holiday pay. An employee who works both the observed and actual holiday shall be compensated at a rate of one-time and a half for the actual holiday and at their straight time rate for the observed holiday, in addition to the holiday pay described in section 10.4 above.

ARTICLE 11 - INSURANCE BENEFITS

- 11.1. Insurance Benefits.** The Employer agrees to make available health, dental, vision, life, and long term disability insurance coverage for regular full-time, regular and part-time employees. The employee may enroll their spouse/domestic partner and dependents in the health insurance plans. Represented temporary employees shall receive the same insurance benefits, with the exception of life and long-term disability insurance coverage.
- 11.1.1.** In the event that there are any changes to the benefits included in the insurance plans imposed by the carrier during the terms of this Agreement, the Employer will notify AFSCME of those changes. These changes will be implemented. The Employer will consider alternative insurance plans, if the alternative meets all legal obligations of the Employer, provides substantially equivalent benefits at an equal or lesser cost, and provides coverage to all eligible employees and retirees of the Employer. This agreement shall not extend to plan design changes directed by the Employer.

11.1.2. If the Union and Employer fail to reach agreement on a successor collective bargaining agreement and the provisions of RCW 41.56.123 become effective, the Employer shall continue its contribution per the previous year's contract provisions.

11.2. Health Insurance Plans. The Employer's health insurance benefits will include medical, dental, and vision plans. Medical coverage may be selected from Regence HealthFirst 250 or Group Health with a \$20 co-pay.

Dental coverage may be selected from either Washington Dental Service or Willamette Dental. Beginning January 1, 2016, the City will provide Orthodontia Rider Plan V to the Washington Dental Service Plan.

The vision plan provided is Vision Services Plan (VSP) with zero (\$) co-pay. Beginning January 1, 2016, the City will provide a second pair rider.

11.2.1 Voluntary Employees' Beneficiary Association (VEBA). The City will establish a Health Reimbursement Arrangement account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c)(9) of the Internal Revenue Code for each employee who is eligible for one of the City's health insurance plans as described in 11.2 AFSCME members, as a group, may vote to make monthly contributions via payroll deduction to their VEBA account. The amount of the VEBA contribution may be adjusted by a majority vote of Union members, no more than once per year, and with appropriate notice to the Employer.

In addition to the opportunity to review this program during successor negotiations to the current 2016-2018 Collective Bargaining Agreement, either party may re-open the provisions of this VEBA arrangement for the purposes of evaluating compliance with the "excise tax on high value coverage" (aka: "Cadillac Tax") provisions of the Patient Protection and Affordable Care Act. It is the expressed intention of the parties to ensure that the HRA/VEBA benefit does not create an excise tax burden for the Employer. The parties agree that the reopening of such negotiations shall not give either party the right to reopen or demand reopening of negotiations on any other terms or provisions of this agreement not affected by such mandate or related to the employer's liability to pay the Cadillac tax.

No later than January 15, 2016, for all employees eligible and enrolled in health insurance from the City, the Employer shall make a one-time lump-sum deposit in an amount equal to three years' estimated deductibles based on the Regence HealthFirst 250 plan, regardless of which plan is selected during open enrollment. Contributions shall be based on the number of dependents enrolled during the "open enrollment" period occurring in the autumn of 2015:

Employee Tier	EE only	EE and 1 Dependent	EE and 2+ Dependents
VEBA Contribution	\$750	\$1,500	\$2,250

- 11.3. Insurance Review Committee.** A committee comprised of City employees shall meet upon the request of either the Union or the City to review, evaluate, and prepare for changes. If the premiums increase exceed twenty percent (20%) either party may request a discussion and review of available options that could be implemented to mitigate increasing insurance costs. Any changes to different plans must be by mutual agreement if made mid-contract. The parties recognize that the review of insurance plans typically involves a multi-year process. The Union and City Manager will each appoint three (3) members of the committee; which may include non-represented and/or police bargaining unit employees. The committee will select one additional member. Union appointees to this committee shall be permitted to attend these meetings with City representatives without loss of pay to the extent that such meetings are scheduled during the working hours of the members so attending.
- 11.4. Health Insurance Plan Premiums.** During the term of this contract, the Employer agrees to pay 100% of the cost of the medical, dental, and vision premium for each regular full-time and regular part-time employee. The Employer will pay 90% of the dependent coverage premiums with the employee paying 10%, with the exception that the City will cover both the Employee and dependent portion of the Delta Dental orthodontia rider and the Vision Services Plan rider through the duration of this contract.
- 11.4.1 Opt-out option.** Employees may elect to opt-out of the City's medical plan, provided they present documentation of active enrollment in another non-exchange medical plan, excluding the City of Lacey's plan. Employees who do so will receive \$250 per month, provided that at no time the number of AFSCME employees electing to opt-out will jeopardize the City's standing in the AWC Trust. Underwriting rules prohibit more than twenty-five percent (25%) of AFSCME employees from opting out of medical coverage. If the number of employees reaches the maximum, no new AFSCME employees will be allowed to elect the opt-out option until the number of participating AFSCME employees is below the maximum amount. A waiting list will be created and as the number of employees drops below the maximum amount, employees will be contacted based on their position on the waiting list. Placement on the waiting list will be on a first come, first serve basis.
- 11.4.2. Health Insurance Benefits Effective Date of Coverage.** Health Insurance benefits, including the City's first full month's contribution towards premiums, will be effective the first of the month following the date of hire or the date of bargaining unit membership.
- 11.5. Life Insurance.** The Employer shall make available, with premiums paid in full by the Employer, a group life insurance policy in the amount of \$50,000 per employee. Employees shall be allowed to purchase additional life insurance at their own expense through the City provided plan for themselves, their spouse/domestic partner, and dependents. Life insurance is not available for represented temporary employees.
- 11.6. Long Term Disability Coverage.** The Employer shall make available, with premiums paid in full by the Employer, a Long Term Disability insurance program for employees with a 66 2/3% of salary benefit with a 90 day elimination period. Long Term Disability is not available for represented temporary employees.

- 11.7. 125 Tax Deductible Spending Plan.** The Employer will implement a qualified 125 Tax Deductible Spending Plan which will be made available on a voluntary basis to employees. Employees must sign-up annually to participate in this program.
- 11.8. Additional Benefit.** In addition, the Employer will contribute a benefit equal to one percent (1%) of base salary to reduce out-of-pocket health insurance premiums, to contribute to a deferred compensation program, or as a cash option. The cash option can be elected at any time and is subject to Federal withholding and Social Security tax.

ARTICLE 12 - PAID LEAVE

12.1. Sick Leave. A full-time employee shall accrue eight (8) hours of sick leave each monthly pay period which may be used as set forth in subsection 12.4 below. Regular part-time employees shall accrue pro-rated sick leave based on the budgeted FTE for the position, not based on hours actually worked. Represented temporary employees shall accrue sick leave proportional to their FTE. Sick leave with pay equal to accumulated sick leave shall be granted to an employee upon his/her application. If the employee's accrued sick leave has been exhausted, the Public Affairs and Human Resources Director, or designee, shall, at the employee's request, grant available vacation leave or compensatory time off credits. After all available leave has been utilized; an employee may apply for leave without pay, provided that employees approved for FMLA leave may elect to preserve forty (40) hours of vacation leave.

12.1.1. Utilization Rate. Sick leave taken shall be charged in the actual amount of time used.

12.1.2. Coordination with Workers' Compensation. Sick leave benefits may not be used for any absences when the employee is entitled to receive benefits under the Worker's Compensation Act, except that sick leave may be utilized to make up the difference between the Worker's Compensation payment and the employee's regular monthly salary. Until the Department of Labor & Industries has made a determination on the employee's eligibility for Workers' Compensation benefits, the City may advance full sick leave benefits, if accrued. If as a result the employee receives compensation from both the City and the Department of Labor & Industries in excess of the employee's regular monthly compensation, the employee will submit the workers' compensation payment to the City within five (5) days of receipt of payment from L & I and their sick leave balance will be credited for an amount equivalent to the dollar value. In the event an employee's leave balances are exhausted and his/her paycheck is reduced for leave without pay deductions, and a time loss check is subsequently received by the employee which when signed over will provide additional leave balances, the City will recalculate the employee's paycheck allowing the employee to utilize this additional leave.

12.1.3. An employee may be required to furnish a physician's certificate of illness, injury, or medical condition in the following circumstances:

- a. When the employee has been out for three (3) or more consecutive days.

- b. When the employee, because of past absentee record, is suspected of misusing sick leave. In these situations the employee's supervisor or department director, with the knowledge of the Director of Public Affairs and Human Resources, will have put the employee on notice of this requirement.
- c. All medical certificates and releases must clearly explain the employee's medical condition and limitations on abilities to work.

12.1.4. Further, when employees will be off work for longer than five (5) consecutive working days, the medical certificate must estimate the length of time needed for recovery and clearly describe those conditions which prevent the employee from doing their regular job duties, light-duty or modified work.

12.2. Sick Leave/Retirement. Upon retiring from employment with the Employer, each bargaining unit employee shall be paid for all accumulated sick leave beyond 480 hours at the rate of 8 hours of pay at his/her regular rate for each 24 hours accumulated for a maximum payoff of 360 hours sick leave (120 hours pay).

12.3. Sick Leave Trade. Employees who have accrued in excess of 480 hours of sick leave may annually in January exercise one of the following options:

- a. Trade 24 hour increments of sick leave for 8 hours of vacation; or
- b. Continue to accrue the sick leave.
- c. Trade 24 hour increments of sick leave for 8 hours of pay.

All trades must occur in 8 hour increments.

12.3.1 Shared Leave Donation. An employee with an excess of 480 hours of sick leave may donate up to 16 hours of sick leave per calendar year for shared leave requests in increments consistent with the City's Shared Leave policy.

12.4. Authorized Sick Leave Use. Application to use sick leave must be made to the responsible supervisor. Paid sick leave provides "replacement" income for at least some of the work the employee misses because of a bona fide illness or injury and may be used to cover time he/she misses from work because of:

- The employee's own non-job related illness, injury or disability (including disability due to pregnancy or childbirth);
- The need to care for a child or step child under eighteen (18) years of age (or an older child/step child incapable of self-care) with a health condition requiring treatment or supervision;
- The need to care for the employee's spouse, domestic partner, parent, parent-in-law or

grandparent with a serious health condition or emergency condition;

- FMLA qualified absences for themselves or to care for a family member;
- Medical, dental or visual examinations or treatments for the employee, spouse, domestic partner, or child or step child under eighteen (18) years of age or for an older child/step child incapable of self-care;
- Quarantine of employee due to exposure to contagious disease or while awaiting test results due to exposure to contagious disease where employee attendance might jeopardize the health of the employee or others at the work site;
- The difference between the Worker's Compensation payment and the employee's regular monthly salary;
- Any disputed workers' compensation claim (employee may first be required to sign a repayment agreement or otherwise acknowledge his/her obligation to "repay" the sick pay if the claim is ultimately accepted).
- Attendance at appointments as part of the Employee Assistance Program; and
- To attend the funeral or memorial service as described in Section 12.7.2; provided that such use may not exceed one-half the number of hours the employee is scheduled to work in a regular work day;
- In the case of domestic violence, to attend to one's personal safety, the safety of family members, to attend legal preparations or court proceedings related to the domestic violence situation, and as otherwise required by Section 12.12 and applicable laws.

12.4.1. The City will provide leave benefits in compliance with state and federal law and with the City's personnel policy, e.g., Federal Family Medical Leave Act, Washington State Family Care Act, Washington State Family Leave Act, Washington State Human Rights Commission laws on Sex Discrimination, Washington State's Leave for Victims of Sexual Assault, and Stalking and Domestic Violence and their Family Members.

12.5. Parental Leave

12.5.1. Employees wishing to take Parental Leave must apply with their immediate supervisor at least thirty (30) days prior to the anticipated start of the leave or as soon as possible.

12.5.2. To provide home care of a newborn or adopted child under the age of 18, employees will be allowed to use a combination of paid and/or unpaid leave (if available leave balances are exhausted) provided the City's personnel policies, state, and federal laws are followed, e.g., Washington State's Family Leave Act, Washington State Family Care Act, the Washington State

Human Rights Commission laws on Sex Discrimination, and the Federal Family Medical Leave Act.

12.6. Vacations. Vacation leave with pay shall be granted to full-time regular and represented temporary employees, according to the schedule below. Represented temporary employees will begin vacation accrual after six months in a job classification listed in Appendix A.

<u>Years</u>	<u>Number of Hours</u>	<u>Days Per Year</u>
1	96	12
2	104	13
3 - 4	112	14
5 - 7	120	15
8 - 9	128	16
10 - 12	152	19
13 - 14	160	20
15 - 16 - 17	176	22
18 - 19	180	22.5
20 - 21 - 22	192	24
23 - 24	204	25.5
25+	216	27

12.6.1. Part-time Accrual. Regular part-time employees shall accrue pro-rated vacation leave based on the budgeted FTE for the position, not based on hours actually worked. Represented temporary employees shall accrue vacation leave based on the FTE of the position.

12.6.2. Limitation for Probation Period. Leave shall accrue monthly from the date of employment, but may not be used until after the first six (6) months of service. After the first six (6) months of service, leave may be allowed to the limit of the amount credited. This limitation shall not apply to represented temporary employees.

12.6.3. Payment Upon Separation of Employment. Unused accrued vacation leave balances up to two hundred forty (240) hours shall be paid to employees upon their separation from City employment.

12.6.4. Maximum Accumulation. Vacation leave may be accumulated to a maximum of two hundred forty (240) hours. However, if an employee submits a request for vacation and the request is denied because of the needs of the Employer and the denial causes the employee's accrued vacation time to exceed the two hundred forty (240) hour limit, the limit will be temporarily raised to two hundred eighty-eight (288) hours. The employee must take vacation time to lower the amount below two hundred forty (240) hours within a thirty (30) day period. The City will cash out an employee's vacation accrued at separation; provided the City will not cash out more than two hundred forty (240) hours at separation (see 12.6.3).

12.6.5. Approval for Vacation Leave Requests. Vacation leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the services of the Employer. The supervisor will make a good faith effort to respond to all leave requests in writing within ten (10) working days of receipt of the leave request form. If a leave request has not been responded to within ten (10) working days, the requesting employee may notify the Department Director or the Director of Public Affairs and Human Resources.

12.6.6. Coordination with Workers' Compensation. Vacation leave benefits may not be used for any absences when the employee is entitled to receive benefits under the Worker's Compensation Act, except that if sick leave and compensatory time balances are exhausted, vacation leave may be utilized to make up the difference between the Worker's Compensation payment and the employee's regular monthly salary. Until the Department of Labor & Industries has made a determination on the employee's eligibility for Workers' Compensation benefits, the City may advance full vacation leave benefits, if accrued. If, as a result, the employee receives compensation from both the City and the Department of Labor & Industries in excess of the employee's regular monthly compensation, the employee will submit the workers' compensation payment to the City within five (5) days of receipt of payment from L & I and their vacation leave balance will be credited for an amount equivalent to the dollar value. Vacation leave utilized under this section shall be credited prior to restoration of sick leave utilized to coordinate with worker's compensation payments.

12.7. Bereavement Leave. A regular employee may request and shall be granted up to five (5) work days bereavement leave in the event of a death in the immediate family, defined as a parent, parent-in-law, in loco parentis, spouse/domestic partner, child, sibling, sibling-in-law, son/daughter in-law, step-parent, step-sibling, step-child, grandparent, or grandchild of the employee, regardless of their residence; or is a member of the employee's household under the same roof. Bereavement leave may be extended up to two (2) days due to extenuating circumstances regarding travel distances. Bereavement leave taken in accordance with this paragraph shall not be charged against the accrued sick leave, vacation, or compensatory time of the employee.

12.7.1. With approval of the Department Director, a regular employee may take up to one-half day of bereavement leave to attend funeral services of a co-worker. Bereavement leave taken in accordance with this paragraph shall not be charged against the accrued sick leave, vacation, or compensatory time of the employee.

12.7.2. With approval of the Department Director, a regular employee may take up to three (3) one-half (1/2) days of sick leave in a calendar year to attend funeral services of a close friend or a relative not included above.

12.7.3. A represented temporary employee may request and shall be granted one (1) work day of paid bereavement leave for the death of an immediate family member, as defined in Article 12.7.

12.8. Jury Service.

12.8.1. An employee shall continue to receive the regular salary and benefits for any period of required service as a juror.

12.8.2. The employee shall surrender to the Employer all monies received as compensation for jury duty except those monies reimbursing the employee for expenses incurred as a result of said jury duty.

12.8.3. Employees will report to work when less than a normal workday is required of said jury duty.

12.9. Court Appearances.

12.9.1. Employees who are subpoenaed to give testimony in court on an off-duty day or on vacation about events arising out of their employment shall be paid or compensated at time and one-half the regular rate of pay with a minimum of one (1) hour's pay at that rate.

12.9.2. Employees subpoenaed to give such testimony shall be entitled to the hourly minimum as referred to in this section if notification of cancellation is received less than twelve (12) hours prior to the scheduled court appearance.

12.9.3. The employee shall surrender to the Employer all monies received for court appearances during regular on-duty work hours except those monies reimbursing the employee for expenses incurred as a result of said court appearance(s).

12.10. Military Leave. The City will provide Military leave in compliance with state and federal laws and the City's personnel policies. Pursuant to RCW 38.40.060 of the laws of the State of Washington, every employee of the City who is a member of the Washington National Guard, or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve of the armed forces of the United States, shall be entitled to and shall be granted paid military leave of absence for a period not to exceed twenty-one (21) working days between October 1 and September 30 of the following calendar year. Such leave shall be granted for such time an employee is reporting for required military duty, training, or drills. Such leave shall be in addition to any vacation, to which the employee is otherwise entitled and shall not affect the employee's rating privileges or pay.

12.11. Leave for Military Spouse/Domestic Partner. The City will provide leave for military spouse/domestic partner in compliance with state and federal law and the City's personnel policies.

12.12. Leave for Victims of Sexual Assault, Stalking and Domestic Violence and Their Family Members. The City will provide leave for victims and of sexual assault, stalking, and domestic violence, and their family members in compliance with state law and the City's personnel policies.

ARTICLE 13 - REDUCTION IN FORCE

- 13.1. Seniority Definition for Layoff.** – For the purpose of this article only, all contiguous time with the City as a regular budgeted employee shall establish the seniority of the employee. Seniority rights shall not be exercised until completion of the required new hire probationary period for the classification. Employees in a promotional probationary period may not bump into other positions in the classification in which they are still on probation. Part-time employees shall not bump full-time employees regardless of seniority status.
- 13.2. City and Union Communication.** The Union shall be notified of any reduction in hours proposed by the City, including the purpose, scope, and duration of the proposed reduction. The City and the Union will jointly explore practical options, such as part-time work schedules, job sharing, voluntary time, or pay reductions. Should it be necessary to reduce the work force, seasonal, temporary and probationary employees in the position(s) to be reduced shall be laid off first. The Union shall be notified of all bargaining unit positions that may be affected by a layoff and those that may be affected through the bumping process. A current seniority list will be provided to the Union by the City.
- 13.3. Layoff Notice.** Employees directly affected and those within the affected job family will be given at least thirty (30) calendar days written notice of the layoff, unless the Union is provided with information that indicates uncontrollable extenuating circumstances prevent this notice, and in such case, a minimum of fifteen (15) calendar days notice will be provided to the affected employees. The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.
- 13.4. Order of Layoff.** All contiguous time with the City as a regular budgeted employee shall count toward an employee's seniority in determining layoff order (provided, employees hired prior to 7/1/2007 into a regularly budgeted full-time position may count the time worked as a temporary employee which is contiguous to the hire-in date in their first regular position; i.e., no break in service). Among the regular budgeted employees in the affected position, the employee with the least seniority shall be the first laid off. This employee will have bumping rights as outlined below.
- 13.5. Bumping.** All contiguous time with the City as a regular budgeted employee shall count toward an employee's seniority in determining bumping order (provided, employees hired prior to 7/1/2007 into a regularly budgeted position may count the time worked as a full time temporary employee which is contiguous to the hire-in date in their first regular position; i.e., no break in service). A laid off employee may bump a less senior employee in a lower classification in:
- The same job family the employee is currently in for which she/he is currently qualified.
 - The same job as previously held, for which he/she is currently qualified.

Provided, however, that no part-time employee shall be permitted to bump a full-time employee.

An employee desiring to exercise bumping rights must do so by delivering written notice to the appointing official within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the appointing official shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump. Employees who exercise their right to bump shall be placed at the step in the new position that is closest to their former salary.

- 13.6. Rehire Provision.** Laid off employees shall be returned to their former positions when those positions are open, or to an open position for which they qualify in the inverse order of layoff (last laid off, first rehired.) Employees who bump downward or accept vacant positions in a lower classification shall be considered laid off from their former position for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff. An employee re-employed to his/her former position after layoff shall be paid at the pay step in the grade for his/her class that he/she was occupying at the time of layoff, and shall retain time in grade.
- 13.7. Recall List.** The names of laid off employees shall be placed on a recall list and shall remain on the list for twenty-four (24) months from the date of layoff. The City shall notify the employee by certified mail to the employee's last address on file when an opening occurs. **It is the sole responsibility of the employee to notify the City of any address changes.** The employee must respond to the City within five (5) working days of his/her receipt of the letter, and must be available to report to work within two (2) weeks of his/her response. If the City's certified recall notice is undeliverable, the employee shall forfeit all recall rights. An employee may refuse recall to a lesser position than the one from which he/she was laid off without forfeiting his/her recall rights.

ARTICLE 14 - PROBATION

- 14.1 New Employee Probation.** All new employees shall serve a six (6) month probationary period (equivalent to one hundred and thirty (130) days of actual time worked); in order for the City to determine if the employee's performance is satisfactory; provided, an employee's probation period may be extended by mutual agreement of the parties. During that period they shall not have access to the grievance procedure over discipline and/or discharge. They shall accrue and may use sick leave under the provisions of Article 12. They shall accrue but may not use vacation leave until after successfully completing probation. Probationary employees shall observe holidays in the same manner as regular employees. Time in a temporary position shall not be credited toward the probation period.
- 14.2. Promotional or Transfer Probation.** Employees who are promoted to a higher classification or who transfer to a different department shall be on a trial period for six (6) months, during which time, at the option of either the Employer or the employee, the employee can be returned to his/her former job and rate of pay prior to promotion, without prejudice.

ARTICLE 15 - LEAVES OF ABSENCE

15.1. Leave Without Pay. Leave without pay may be granted by the Immediate Level Supervisor for a period of one to five (5) days. Leave without pay requests for periods of six (6) working days and greater may be granted by the Department Director. The decision to grant any leave without pay is subject to the operating needs of the Employer, and any applicable leave requirements per State or Federal law. In all such instances, the City's leave slip shall document the approved leave. For leaves without pay that exceed fifteen (15) consecutive working days, the employee will make an appointment with Human Resources to review the effects on benefits as outlined in item 15.1.2 below.

15.1.1. An employee returning to his/her position after an authorized leave of absence without pay shall be reinstated to his/her former salary step, within the salary grade, and shall retain time in grade. The anniversary date shall be adjusted by the length of the leave for leave of absences without pay over fifteen (15) consecutive working days (except when the leave qualifies under a federal law, state law, or city policy precluding any adjustments.)

15.1.2. City contributions for medical, dental, life insurance, and all other benefits, including sick leave and vacation accruals, or holidays falling within the period of the leave without pay, will be reduced by the length of the leave exceeding fifteen (15) consecutive working days on a pro-rata basis (except when the leave qualifies under a federal law, state law or city policy.); provided, however, that if the terms of any insurance policy so provide, the employee may continue coverage solely at the employee's cost.

15.2. Absence Without Duly Authorized Leave. Absence without duly authorized leave shall be treated as absence without pay and, in addition, may be grounds for disciplinary action. An employee who is absent from his/her position for three (3) consecutive days without notice to his/her immediate supervisor will be considered to have abandoned his/her position. Said employee will be asked to provide his/her Department Director a written statement explaining the nature of the absence. Failure to provide a reasonable excuse shall constitute grounds for "major misconduct", and disciplinary action up to and including discharge.

ARTICLE 16 - EMPLOYEE DISCIPLINE/TERMINATION

16.1. Termination/Discipline. Newly hired probationary employees may be disciplined or terminated at any time during the new hire probationary period for failing to pass probation, and such action by the City is not subject to the grievance process.

16.2. All disciplinary actions for regular employees shall be taken by the City for just cause. Where appropriate, discipline for unsatisfactory performance issues and minor misconduct will be progressive; typically consisting of an oral and written warning prior to suspension and/or discharge. The level of disciplinary action taken will be determined based upon the seriousness of the performance problem, conduct, and/or policy violation. The City may suspend or discharge without a record of previous warnings in the case of major misconduct. For alleged

major misconduct, an employee may be placed on investigative leave with pay or be temporarily reassigned to another position or work location, until such time as the City has completed an initial investigation. For major misconduct an employee may be returned to work under the provisions of a last chance agreement. An employee's previous performance and disciplinary record may reasonably be taken into consideration by the City as demonstrative of an overall pattern of work performance and/or behavior; provided, in the event of no recurrence of the event or events that caused disciplinary action for a period of three (3) years, except for major misconduct including last chance agreements, the written notice of disciplinary action shall be removed from the employee's personnel file at the employee's request. Supervisors may take action to remove warning notices after two (2) years for exceptional circumstances in which the matter has been corrected.

- 16.3. Union Representation/Weingarten Rights.** Supervisors shall notify employees of their right to Union representation at any disciplinary meeting or investigation that may reasonably be anticipated to result in disciplinary action; in addition the employee may also request Union representation at said meeting. A Steward or Union Representative will be present at disciplinary actions or investigatory meetings unless the employee freely waives such presence. If the employee freely waives their right to representation, they will be required to acknowledge this by signing an AFSCME generated Weingarten/Union Representation waiver form. Such waiver will be copied to the Union. The employee shall have the choice of any Steward and/or other Union Representative who is reasonably available, at any disciplinary meetings.
- 16.4. Loudermill Hearing.** Prior to employee discharge or suspension, the City shall conduct a pre-disciplinary hearing where the employee will be provided with a summary of the charges against the employee, a summary of the evidence the City is relying on, copies of evidence the City has collected, with redactions for safety and/or lawful reasons for withholding information, and a summary of the facts the City is considering in evaluation of whether or not to take disciplinary action. The employee shall be given an opportunity to respond to the charges, orally or in writing. The employee shall have Union representation at this hearing, unless freely waived as described above. If the employee waives representation, the Union retains the right to attend the hearing for observation. Should the City determine to discipline the employee following the hearing, written notice of said discipline will be given to the employee with a copy to the Union.

ARTICLE 17 – ELECTRONIC MONITORING

- 17.1.** This article addresses the use of electronic systems; including the use of systems to provide for workplace safety and security and/or increase operating efficiencies and performance. This article does not apply to any electronic monitoring performed as part of any criminal investigation pertaining to specific employees.
- 17.2.** Effective with the signing of this contract, the Union and employees shall be notified prior to implementation of any new forms of electronic monitoring proposed by the Employer to be implemented on a routine and ongoing basis for the primary purpose of monitoring employee productivity and performance.

- 17.3. Data acquired by electronic means may be used to evaluate workplace productivity, compliance with standards of conduct and other job requirements, and/or as the basis for the imposition of discipline; provided just cause exists. In the event that data acquired by electronic means is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

ARTICLE 18 – PROMOTION

- 18.1. **Posting and Selection.** Whenever a vacancy occurs which would provide a promotional opportunity for covered employees and for which the City determines to fill the vacancy, a posting notice will be distributed to Union Stewards for posting on union bulletin boards. Any City employee is eligible to apply for the opening. The City may designate the posting as either "In-House Promotional" or "Open Competitive". These postings shall be filled as follows:

18.1.1. In-House Promotional/Transfer. When a vacancy is posted as "In-House Promotional" it shall be advertised to City employees first. Applicants who meet the minimum qualifications established for the position are invited to participate in a competitive selection process. All promotional and hiring decisions will be based on job related standards and the applicant's demonstrated qualifications and ability to perform the duties and expectations of the position. This will be measured and scored based on the application/supplemental and the results of a written examination and panel interview. Other selection and assessment exercises, as determined appropriate by the City, may also be used for certain positions. If there are no qualified applicants "in-house", or applicants fail to demonstrate an ability to perform well in the position, the City may re-post the position as "Open Competitive". The City will release an applicant's individual score (s) upon his/her request.

18.1.2. Open Competitive. When a vacancy is posted as "Open Competitive", City employees will compete with outside applicants. A City employee who applies who meets the minimum qualifications established for the position will be invited to participate in a competitive selection process. The selection decision will be based on job related standards and the applicant's demonstrated qualifications and ability to perform the duties and expectations of the position. This will be measured and scored based on the application/supplemental, the results of a written examination, and panel interview. Other selection and assessment exercises as determined appropriate by the City may also be used by the City for certain positions. Filling vacancies from within is highly desirable when a regular City employee has the qualifications necessary for the position in question; however, the City may fill the vacancy from outside, as the City deems appropriate, if the outside applicant possesses greater skill and ability, as determined during the selection process, than a regular employee applying for the vacancy. The internal candidate may request a meeting with the hiring supervisor to discuss how to improve their skills and abilities for promotional positions. The City will release an applicant's individual score(s) upon his/her request.

- 18.2. City Experience Credit.** An applicant who has worked for the City of Lacey a minimum of six (6) consecutive months within the last eighteen (18) calendar months may apply for an experience credit of 10% to be applied to any standardized written examination given as part of a selection process for a position represented by the Union; provided, this credit may not be used concurrently with a Veteran's Preference Credit. The applicant's experience with the City of Lacey must be within the same field (office, engineering, maintenance, etc.) as the position applied for. The credit will be applied only to the written test score and may be used only once within an employee's career with the City of Lacey, provided, if an applicant is not selected for the positions he/she is testing for he/she may use the credit until selected for a position. Additional selection exercises and interviews will be "open competitive" between all selected applicants.

ARTICLE 19 - TRANSFERS, DEMOTIONS, AND REINSTATEMENTS

- 19.1. Transfer.** An employee who transfers to another position of the same grade shall continue to receive the same rate of pay until promoted or until a step increase, if any, is due.
- 19.2. Disciplinary Demotion.** An employee demoted for disciplinary purposes from a position shall be placed five percent (5%) below their current pay step in the lower grade.
- 19.3. Reinstatement.** An employee reinstated within one (1) year to his/her former position or classification shall be reinstated to the pay grade held on resignation.

ARTICLE 20 – OUT OF CLASS PAY

- 20.1.** When an employee is specifically assigned to perform the full and complete duties and responsibilities of an employee in the bargaining unit in a higher classification for five (5) or more consecutive working days, the employee so assigned will be paid at the next higher rate of pay in the pay grade of the higher classification or at least five percent (5%) more than the employee's normal pay rate, whichever is higher, from the effective date of the assignment. No employee receiving out of class pay shall receive more than the top step of the salary range of the higher classification in which they are working.
- 20.2.** In those circumstances where an employee is specifically assigned to weekend call-out by his/her supervisor due to his/her out of class assignment, weekend days will be counted as working days.

ARTICLE 21 - CLASSIFICATION REVIEW

- 21.1.** Any employee who feels that he/she is performing the preponderance of the work of a higher classification on a regular and consistent basis may request their supervisor to review their current work assignments. The supervisor shall reassign work to meet the current classification

if needed; and, if the supervisor substantiates the need for a reclassification he/she may request a reclassification as a part of the normal budget process for the City Manager's consideration and approval.

- 21.2.** The Director of Public Affairs and Human Resources or designee shall conduct a job audit for reclassification reviews submitted as part of the budget process. The employee and supervisor shall jointly complete a position classification questionnaire and provide other information as requested. The Director of Public Affairs and Human Resources shall provide the City Manager with a written recommendation on the reclassification request. A copy of this recommendation will be provided to the Department Director and the employee. It is the intent of all parties to conduct the review and notify the employee of the outcome in a timely way, with the notification to the employee occurring no later than one hundred twenty (120) calendar days after receipt of position questionnaire; provided an extension may be requested with mutual agreement between Human Resources and the Union.
- 21.3.** If the Department Director and/or employee disagrees with the determination and/or recommendation of the Director of Public Affairs and Human Resources or the designee, they or the Union on an employee's behalf, may request the Director of Public Affairs and Human Resources review the determination. If the employee feels the matter is not appropriately resolved, the Union may request the City Manager review the issue. All materials used by the Director of Public Affairs and Human Resources and the Union in reviewing the matter will be provided to the other party upon request. For the purposes of this section, the decision of the City Manager will be final and binding.

ARTICLE 22 – LABOR MANAGEMENT COMMITTEE

- 22.1.** The Employer and the Union agree to establish a Labor/Management Committee composed of an approximately equal number of representatives from each side. The purpose of this committee shall be to resolve issues constructively and to provide a forum for an exchange of ideas. The committee will operate on the principles of collaborative bargaining, and shall publish minutes of each meeting. The committee shall not have the authority to alter this agreement, nor shall it substitute for the grievance procedure. The Union shall appoint up to four (4) members to attend such meetings with City representatives, without loss of pay, to the extent that such meetings are scheduled during the working hours of the members so attending.

ARTICLE 23 - ENTIRE AGREEMENT

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

Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

23.2. The Employer may not adopt rules, regulations, or personnel policies which are in violation of the provisions of this Agreement without reaching mutual agreement with the Union.

23.3. All collective bargaining with respect to wages, hours, working conditions, and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and the Union.

ARTICLE 24 - SAVINGS CLAUSE

24.1. If any provision of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 25 - TERM

This Agreement shall become effective January 1, 2016, and shall remain in effect through December 31, 2018. Points of interest not covered by this Agreement may be negotiated at any time during the period of this contract upon mutual agreement of both parties involved.

SIGNED THIS ____ day of December, 2015.

LOCAL 618-L
LACEY CITY EMPLOYEES
WSCCCE, AFSCME, AFL-CIO

CITY OF LACEY

Dylan Carlson, Staff Representative

Scott Spence, City Manager

Dave Phillips, President

Liz Gotelli, Director of Public Affairs and Human Resources

Stefan Schlecht, Vice President

Bernadette Moreland, Senior Human Resources Analyst

Justin Knox, Negotiation Committee

Kalie Nichols, Human Resources Analyst

Marci Price, Negotiation Committee

Brad Burdick, Operations Manager

Chun Saul, Senior Accountant