



CITY OF GIG HARBOR, WASHINGTON

REQUEST FOR PROPOSALS

CLASSIFICATION AND COMPENSATION STUDY

INTRODUCTION

The City of Gig Harbor, Washington invites proposals from qualified consulting firms to complete a Classification and Compensation Study. The City of Gig Harbor has not conducted an in-depth, agency-wide review of classification and compensation structure in recent years. This project is a comprehensive study of positions, classifications, and compensation.

The City strives to competitively recruit and retain employees, motivate employees to excel in job performance, and structure work to provide the best service to the community while being good stewards of resources.

There is no expressed or implied obligation for the City of Gig Harbor to reimburse responding firms for any expenses incurred preparing proposals in response to this request.

The deadline for submittal of proposals is 4:00 PM, Pacific Time, August 24, 2018.

The deadline for completion of the written work product is December 2018, with continuing consultation with the City Administrator, HR Manager, Mayor and the City Council to follow. It is anticipated that continuing consultation will not exceed six (6) follow-up meetings.

This Request for Proposals includes the following sections:

1. City Background
2. Objective
3. Scope of Services
4. City's Responsibilities
5. Proposal Format
6. Budget and Contract
7. Selection Procedure and Schedule of Work
8. Selection Criteria
9. Discretion and Liability Waiver
10. Contacts
11. Directions for Delivery of Proposal
12. Attachments

1. CITY BACKGROUND

Gig Harbor was founded in 1840 as a fishing village. The City of Gig Harbor (City) is a code city incorporated on July 12, 1946 and operates under a strong-mayor form of government. The City Council consists of seven part-time, nonpartisan members elected at-large to serve four-year terms. The City provides the following services: General Executive and Administrative Services, Police, Court, Planning, Building and Fire Safety, Public Works, Parks, Roads, Water, Wastewater and Storm and Surface Water Management. Other services, such as fire, medic, and library services are provided by separate districts. The City population estimate for 2018 is 10,320.

2. OBJECTIVE

The City of Gig Harbor, Washington invites proposals from qualified consulting firms and desires to obtain fixed price proposals to:

- (1) Complete a Classification and Compensation Study of public employers who are providing equitable services; and
- (2) Based on that study, determine if changes to existing position descriptions are needed; and if so, assist in the development of these descriptions; and
- (3) Based on that study, prepare a comparative analysis that identifies the City of Gig Harbor's competitive position in a comparative labor market, including comparative city employers; and
- (4) Based on that study, provide a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and including a recommended compensation policy; and
- (5) Based on that study, prepare recommendations for compensation rules and policies, to maintain competitiveness, ensure equity, and position the organization for future development.

Responding firms should have significant experience conducting salary surveys and comparative analyses, preferably involving jurisdictions of a range of sizes, including sizes similar to the City of Gig Harbor, and offering a set of programs and services that overlaps with the City's.

The resulting classification and compensation program shall enable the City to competitively recruit employees, motivate employees to excel in job performance, and fit with the organization's current size and culture.

3. SCOPE OF SERVICES

The project consists of furnishing all labor, materials, equipment, tools, supervision and travel necessary to complete the following tasks:

- A. Conduct a job audit of all positions, including a general task analysis by department, which shall include interviews with department directors/managers, division managers and other key personnel and employees to determine the organizational structure and essential functions of each position.
- B. Review existing job descriptions and recommend updates, as needed. Identifying Fair Labor Standards Act designation for each job title/classification shall be included in this review.
- C. Evaluate jobs by developing, then reviewing, a job-ranking structure; verify ranking by analyzing pertinent market data concerning the ranking; compare the initial ranking with that of the market's hierarchy and adjust as determined; prepare a matrix with an organizational review on the basis of required tasks and future forecasts; develop a matrix of jobs crossing lines and departments; compare the matrix with the City structure.
- D. Determine recommended comparative city employers and present to Mayor, City Council and City administration for discussion.
- E. Determine recommended compensation policy and present to Mayor, City Council and City administration for discussion.
- F. Recommend pay grades; grade pricing and salary range for all classifications.
- G. Recommend an appropriate salary structure including minimum and a maximum percent spread, and the difference between each salary step.
- H. Develop and present to administration recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.
- I. Schedule and attend meetings with City administration and committees, including but not limited to:
 - a. Mayor
 - b. City Administrator
 - c. HR Manager
 - d. Department directors

- e. Labor representatives
- f. City Council

4. CITY'S RESPONSIBILITIES

The City staff will provide the consultant with all relevant information it has pertaining to the City and its operations including existing job descriptions, organizational charts, and collective bargaining agreements, and relevant sections of the municipal code. The City may provide additional documents and information, as appropriate.

5. PROPOSAL FORMAT

Proposal should include the information requested below:

- A. Cover letter summarizing the proposal.
- B. Scope of work (a description of the work program including a description of deliverables and activities).
- C. Description of the Project Team. The names, title and qualifications (resumes) of the proposed project manager and support staff who will be conducting the work on this assignment, including their experience and projects in which they had “hands on” responsibility, and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis.
- D. Describe the organizational structure of staff members and sub-consultants (if any).
- E. Outline of the proposed work plan and timeline.
- F. Schedule of billing rates and a specific “not to exceed” capped fee including associated fees (i.e. printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule.
- G. A list of five (5) references for similar projects, three of which are cities, including names of contract persons and telephone numbers, for your firm and for any subcontractors.

The submittal shall not exceed twenty (20) pages, 8½ x 11 inches, single-sided, with a 12-point font minimum. All pages count towards the page total except the cover, introductory letter, and organizational chart (if included).

6. BUDGET/CONTRACT

The City of Gig Harbor wishes to negotiate a contract with a “not to exceed” dollar total based on a clearly defined scope of work. It should be noted that the selected consultant will be required to enter into a professional services contract in the form attached including insurance as applicable.

This project is financed 100% by the City of Gig Harbor. No state revolving fund or state grant is involved.

7. SELECTION PROCEDURE AND SCHEDULE OF WORK

The following is an outline of the selection procedure and a **tentative** time schedule:

Release RFP	August 2, 2018
Deadline for submission of proposals	August 31, 2018
The City Administrator and Human Resources Manager or designee and Labor representatives shall review proposals	September 3-7, 2018
City Administrator's recommendation goes to the City Council at September 10, 2018 Council meeting	September 10, 2018
Contract Award. Work begins.	September 11, 2018
Draft report and appropriate alternatives submitted to City Administrator for review	November 23, 2018
Completion of final report and selected plan	November 30, 2018
Presentation to City Council	December 10, 2018

8. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed;
- Background and experience in organizational analysis and evaluation;
- Staff expertise and overall experience of personnel assigned to the work;
- Time required to accomplish the requested services;
- Responsiveness to requirements of the project;
- Recent public-sector experience, preferably in a municipal setting, conducting similar studies; and
- Cost.

9. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria listed above.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

All responses will be made public on the first business day following the deadline for submittals.

10. CONTACTS

Direct all questions regarding this project to:

Kameil Borders, Human Resources Manager
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone (253) 851-5039 / Email: bordersk@cityofgigharbor.net

11. DIRECTIONS FOR DELIVERY OF THE PROPOSAL

Five (5) copies of the proposal, one unbound copy of the proposal and one copy of the project budget in a sealed envelope shall be delivered no later than 4:00 PM on August 24, 2018 to:

City of Gig Harbor
ATTN: Kameil Borders, Human Resources Manager
3510 Grandview Street
Gig Harbor, WA 98335

Faxed and emailed submittals are not accepted.

All proposals must be clearly marked on the outside of the envelope:

“Gig Harbor Classification and Compensation Study.”

Before receiving an award, the successful proposer will be required to provide copies of their current State of Washington and City of Gig Harbor business licenses.

12. ATTACHMENTS

- A. Scope of Services
- B. City of Gig Harbor Professional Services Contract
- C. Authorized Positions and Salary Ranges FY2018
- D. City Organizational Charts
- E. Contract between City and the Employees’ Guild.
- F. Contract between City and the Supervisors’ Guild.

*Current approved Job Descriptions – available upon request

ATTACHMENT A
CLASSIFICATION AND COMPENSATION STUDY
SCOPE OF SERVICES

NOTE: This is not final until Consultant is selected and final negotiations are completed.

PROJECT UNDERSTANDING

During the term of this Agreement, the “Consultant” shall perform a classification and compensation study and provide detailed recommendations regarding comparable employers, City salaries and benefits, and compensation rules and policies.

TASK 1: PROJECT MANAGEMENT/CONSULTANT COORDINATION

1. The Consultant shall coordinate with the City’s project manager throughout the project.
2. The Consultant shall develop and maintain an updated project schedule, provided to the City on a monthly basis.
3. The Consultant shall submit monthly invoices with a written summary of project progress.

TASK 2: CLASSIFICATION AND COMPENSATION ANALYSIS

1. Identify and evaluate appropriate options for the City:
 - A. Conduct a job audit of all positions (excluding police officers), including a general task analysis by department, which shall include interviews with department directors/managers, division managers and other key personnel and employees to determine the organizational structure and essential functions of each position.
 - B. Review existing job descriptions and recommend updates, as needed. Identifying Fair Labor Standards Act designation for each job title/classification shall be included in this review.
 - C. Evaluate jobs by developing, then reviewing, a job-ranking structure; verify ranking by analyzing pertinent market data concerning the ranking; compare the initial ranking with that of the market’s hierarchy and adjust as determined; prepare a matrix with an organizational review on the basis of required tasks and future forecasts; develop a matrix of jobs crossing lines and departments; compare the matrix with the City structure.
 - D. Determine recommended comparable cities and present to City Council, City staff and labor representatives for discussion. Through this analysis and the consultant-led process, all three groups must arrive at agreement on the set of comparable cities.
 - E. Determine recommended compensation policy and present to City Council and City staff for discussion. Through this analysis and the consultant-led process, both groups must arrive at agreement on the compensation policy.

- F. Establish pay grades; grade pricing and salary range for all classifications.
- G. Determine an appropriate salary structure including minimum and a maximum percent spread, and the difference between each salary step.
- H. Develop and present to staff recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.
- I. Schedule and attend meetings with City staff and committees, including but not limited to:
 - a. Mayor
 - b. City Administrator
 - c. Human Resources Manager
 - d. Department directors
 - e. Labor representatives
 - f. City Council

Task 2 Meetings

1. The Consultant shall lead a kick-off meeting with City staff.
2. The Consultant shall meet with City staff to discuss and identify information that is relevant to the analysis.
3. The Consultant shall meet with labor representatives to discuss and identify information that is relevant to the analysis.
4. The Consultant shall meet with City staff as needed to coordinate progress and review draft findings with City staff.
5. The Consultant shall attend a meeting to review the final report with City staff.

Task 2 Deliverables

1. The Consultant shall determine recommended comparable cities and present this information to Mayor, City Council, and labor representatives.
2. The Consultant shall determine a recommended compensation philosophy and present this information to Mayor, City Council, and labor representatives.
3. The Consultant shall prepare a draft report for review and comment within approximately 90 days of contract execution.
4. The Consultant shall prepare a final report for presentation to the Mayor, City Council, labor representatives and the community.

TASK 3: PUBLIC MEETINGS

1. The Consultant shall make a presentation and be prepared to answer questions from the Mayor and City Council at a Council meeting where the proposed recommendations are discussed.
2. The Consultant may then be asked to provide additional rate proposals based on additional questions or assumptions discussed in those presentations.

Task 3 Deliverables

1. The Consultant shall be responsible for preparing the materials and exhibits for the presentation to the Mayor and City Council.
2. The Consultant shall also prepare written responses to additional questions posed by the Mayor and City Council as practicable and prepare additional information as requested.

SAMPLE

CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF GIG HARBOR AND

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and _____, a corporation organized under the laws of the State of _____ (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in _____ and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed _____ (_____) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by ____; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual

orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. City's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be

subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Records. The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:

City of Gig Harbor

ATTN:

ATTN:

3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____

Its: _____

By: _____

Mayor Kit Kuhn

ATTEST:

City Clerk

APPROVED AS TO FORM:

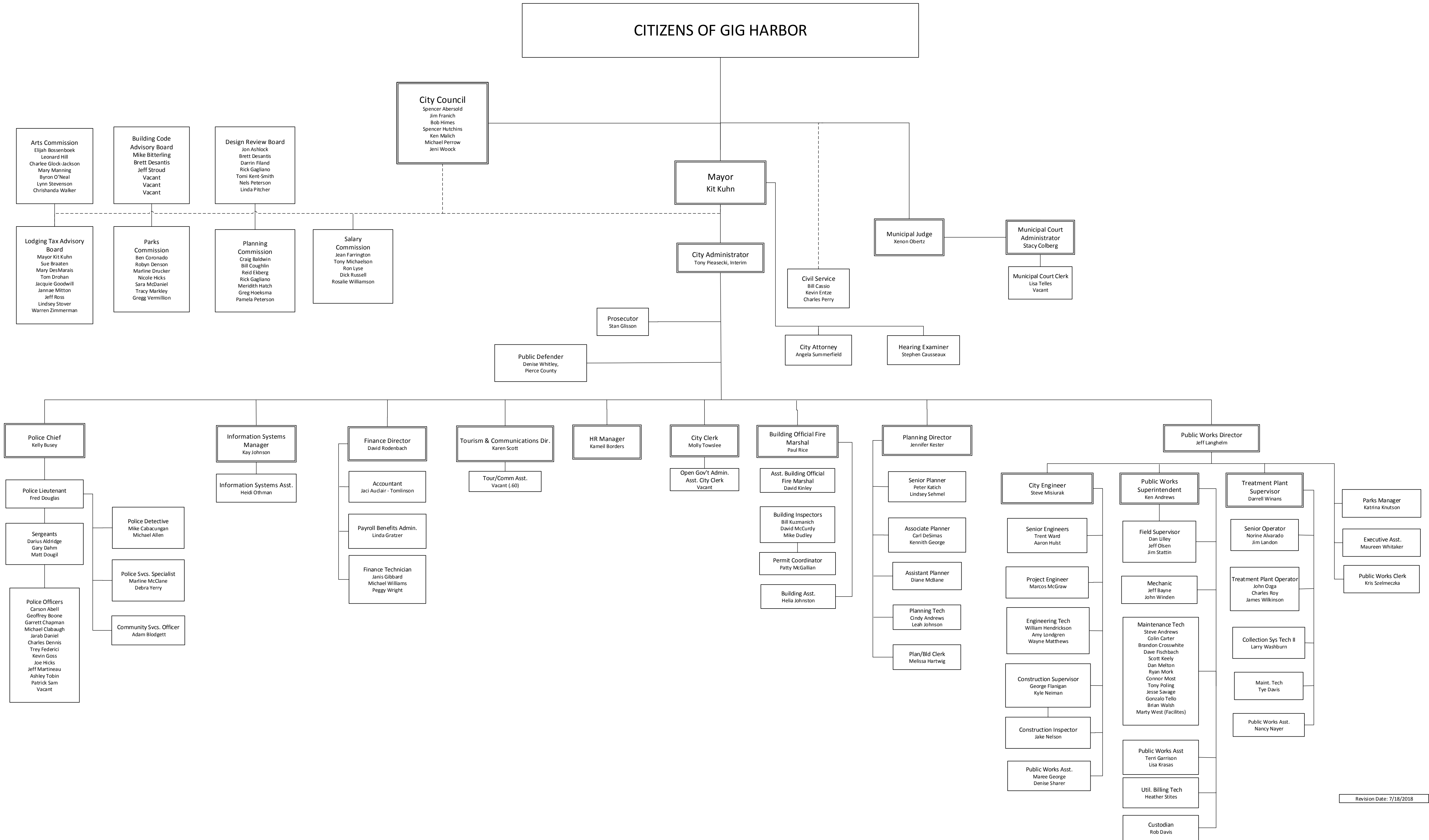
City Attorney

CITY OF GIG HARBOR

2018 SALARY RANGES

POSITION	2018 RANGE	
	Minimum	Maximum
City Administrator	11,359	14,198
Chief of Police	9,760	12,200
Public Works Director	9,151	11,439
Finance Director	9,052	11,315
Police Lieutenant	7,926	9,908
City Engineer	7,961	9,951
Information Systems Manager	7,961	9,951
Planning Director	7,961	9,951
Building & Fire Safety Director	7,622	9,528
Senior Engineer	7,187	8,984
Parks Manager	7,068	8,821
Police Sergeant	7,584	8,678
City Clerk	6,909	8,636
Tourism & Communications Director	6,894	8,618
Court Administrator	6,842	8,553
Public Works Superintendent	6,806	8,508
Wastewater Treatment Plant Supervisor	6,806	8,508
Associate Engineer/Project Engineer	6,646	8,308
Senior Accountant	6,630	8,288
Senior Planner*	6,626	8,282
Parks Project Administrator	6,607	8,259
Human Resources Manager	6,499	8,124
Assistant Building Official/Fire Marshal	6,251	7,814
Field Supervisor	5,859	7,324
Construction Supervisor	5,859	7,324
Assistant City Clerk/Open Gov't Administrator	5,893	6,959
Police Officer	5,519	6,900
Senior WWTP Operator	5,516	6,895
Payroll/Benefits Administrator	5,383	6,729
Associate Planner*	5,302	6,628
Construction Inspector	5,172	6,465
Planning / Building Inspector	5,172	6,465
Executive Assistant	5,095	6,369
Mechanic	5,001	6,251
Wastewater Treatment Plant Operator	4,935	6,168
Engineering Technician	4,894	6,118
Building Maintenance Technician	4,855	6,069
Information Systems Assistant	4,788	5,985
WWTP Collection System Tech II	4,615	5,769
Maintenance Technician	3,708	5,769
Assistant Planner*	4,601	5,751
Permit Coordinator	4,601	5,751
Community Service Officer	4,560	5,701
Finance Technician	4,486	5,608
Utility Billing Technician	4,486	5,608
Planning Technician	4,463	5,579
Building Assistant	4,362	5,453
Planning Assistant	4,362	5,453
Public Works Assistant	4,362	5,453
Administrative Assistant	4,175	5,219
Lead Court Clerk	4,174	5,218
Police Services Specialist	3,773	4,716
Court Clerk	3,722	4,653
Custodian	3,708	4,635
Public Works Clerk	3,706	4,632
Planning/Building Clerk	3,706	4,632
Laborer	3,522	4,402

* Planner Classification Series





COLLECTIVE BARGAINING AGREEMENT

BETWEEN

City of Gig Harbor

And

Gig Harbor Employees' Guild

January 1, 2018 through December 31, 2019

CITY OF GIG HARBOR EMPLOYEES' GUILD CONTRACT

January 1, 2018 – December 31, 2019

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AGREEMENT

By and Between

CITY OF GIG HARBOR

And

GIG HARBOR EMPLOYEES' GUILD

2018 - 2019

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

In accordance with Court General Rule 29 (GR 29), the Gig Harbor Municipal Court maintains full control over the hiring, discipline and termination of all Court employees. For Court employees and Court operations, if the specific Articles of this Agreement relating to hours and working conditions make specific reference to the Court or Court employees, then this Agreement controls. If the specific Articles of this Agreement relating to hours and working conditions do not specifically refer to the Court or Court employees, then the Court's policies and procedures related to those subjects supersede this Agreement.

ARTICLE 1 – RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full-time and regular part-time employees working 20 hours or more per week as non-uniformed personnel for the Employer, but shall not include those employees who are non-represented and those represented by other guilds. Job classifications are described more specifically in the City of Gig Harbor Personnel Regulations.

SECTION B – MEMBERSHIP

1. Excepting seasonal laborers as provided in Section C, all employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.
2. The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.
3. The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

SECTION C – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1. Employee:
 - a. Full-Time Employee: A regular employee who is hired to work a predetermined schedule of at least forty (40) hours per week in a budgeted position, collects benefits and is represented by this collective bargaining agreement.
 - b. Part-Time Employee: A regular employee who is hired to work a predetermined schedule of forty (40) hours or more in a two (2) week pay period but less than eight (80) hours in a two (2) week pay period in a budgeted position, collects benefits and is represented by this collective bargaining agreement.
 - c. Temporary Employee: A non-regular employee who is hired at-will for the entire period of employment not to exceed twelve (12) months duration for each position and may be terminated at any time by the Employer. The Employer may use temporary employees to backfill guild positions if a full-time or part-time employee is on a leave of absence for personal or health related issues, a state of emergency exists or to temporary fill a vacancy during the hiring process. Temporary employees only receive benefits required by federal or state laws and are not represented by the Guild or this collective bargaining agreement. No temporary appointment shall be

made while any regular, eligible, qualified employee is covered by this collective bargaining agreement is laid-off.

2. Seasonal Employee:

In its prerogative, the Employer may hire non-guild, full-time temporary laborers to assist with seasonal workload demands subject to the following restrictions:

- a. The temporary employees will receive no Employer paid benefits other than those required to be paid by the employer under state and federal law, and be paid at a lower hourly rate than the hourly rate paid bargaining unit employees doing comparable work (roughly minimum wage to \$16 per hour). The actual rate to be determined from time to time by the Employer.
- b. The work generally performed will be “unskilled” manual labor work, landscaping, and janitorial services and generally performed during the months of May through the first half of September of each year.
- c. The workers will supplement and not displace any bargaining unit employees. The City will terminate temporary laborer positions before layoffs of employee guild positions in Public Works Operations occur. Temporary laborers shall not be included in the bargaining unit.

3. Employer: Shall mean the City of Gig Harbor, Washington.

SECTION D – NON-DISCRIMINATION

1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.
2. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

SECTION E – HOURS OF WORK & OVERTIME

1. Normal Work Week:

The normal work week, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday

may be adjusted by the City Administrator in order to allow flexible work schedules (e.g., 9-80) or to require additional hours of work. The FLSA work period for a 9-80 schedule begins at the midpoint of the 8-hour shift. The normal workweek and workday are goals. The normal work week and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

2. Overtime:

Overtime as used in this Agreement shall mean hours worked in excess of 40 hours in an established consecutive 7-day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Compensation for overtime shall be as set forth in subsections (a) through (h) of this section.

- a. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- b. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked as defined in this section (time worked in excess of 40 hours in a work week) except for holidays and for hours worked on the last day off before the start of the next work week. Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).
- c. Employees will receive a minimum of 3 hours of overtime pay for work requiring a return to work from home, or other non-work location during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. Remote work that does not require reporting in person will be paid as one (1) hour call out or the actual time spent, whichever is greater. The pay rate for overtime worked under this paragraph will be determined according to Article 1, Section E, 2 (b) as previously notated.
- d. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.

- e. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer (City Administrator, Department Head or manager) and the Employee. The compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the city's operation. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Article 1, Section E, 2 (b) as previously notated.
- f. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- g. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article 1, Section E, 2 (c)C for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.
- h. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

SECTION F – REST AND MEAL PERIODS

Employees may take one paid fifteen-minute rest period for each four hours worked. Rest periods will be taken when operationally feasible and may be taken intermittently (e.g., not in a block of time). Rest periods do not accrue from one day to the next and cannot be cashed out. Employees will receive a minimum of one thirty-minute unpaid meal period. The meal period will be taken at a time directed by the employee's supervisor. Rest and meal periods may not be taken to arrive late or leave early without a supervisor's approval.

ARTICLE 2 – WAGE RATES & ECONOMICS

SECTION A – WAGES AND SALARY SURVEY

1. Wages:

Effective January 1, 2018, members of the Guild shall receive a cost-of-living

increase in their salaries based on 100% of the annual increase of the June 2016 to June 2017 Seattle, Tacoma, Bellevue CPI-W of up to three percent (3%). The salary schedule (see Attachment "A"), reflects adjustments required due to the cost of living increase for 2018.

Effective January 1, 2019, members of the Employee's Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2018 Seattle, Tacoma, Bellevue CPI-W, 0% to 3% with an additional 1% range expansion if the increase is over 3%. This would expand the range to a 0%-4%.

The Employer and Guild agree to meet and bargain wages and benefits for 2019 after the 2018 Salary and Benefits survey.

2. 2018-2019 Salary and Benefits Survey:

The Employer shall initiate a salary survey of employee wage rates during the last year of this Agreement, for the purpose of making appropriate salary range adjustments to be included in the City's Budget effective on January 1 of the following year. The Employer shall analyze the appropriate wages for members relative to a selected group of cities agreed to by the parties. The Guild will be given the opportunity to participate and provide input in the survey process; the AWC salary survey book shall not be the exclusive source for determining salaries in comparable cities. The results of this survey shall be compared with the current-year salary ranges of Guild members at that time, and if the survey results disclose that the salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

- a. Adjust the salary range midpoint for an identified position to conform to 100% of the salary survey midpoint.
- b. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

In the event that there is disagreement between the Employer and the Guild regarding the process or the results of the survey, issues related to the survey or the appropriate salary adjustments, the Guild and the City agree to discuss and negotiate the disagreement in good faith. If the parties are not able to resolve the disagreement by discussion/negotiation, the disagreement shall be folded into the successor contract negotiations between the parties.

3. Salary and Benefits Survey:

In addition to the process identified above, the Employer will conduct a salary and benefits survey in 2018. The Employer shall retain a professional consultant to

conduct the survey. The Guild shall participate in the determination of the scope of work for the survey and consultant selection. The Guild shall have the opportunity to review and comment on the survey during the analysis process and the results of the survey will be provided to the Guild. The survey results are not binding to either party but are to be considered a resource for negotiations. The Employer and Guild will use the results of the survey to bargain wages and benefits for the 2020 collective bargaining agreement. Each party reserves the right to make proposals that vary from the consultant's recommendations. In the event that there is a disagreement between the Employer and the Guild regarding the process or the results of the survey, issues related to the survey or appropriate adjustments, the Guild and the Employer agree to discuss and negotiate the disagreement in good faith.

4. Night Shift Differential:

When a guild employee works a shift 75% or more of which falls between the hours of 5:00 p.m. to 8:00 a.m., the employee's compensation for the entire shift shall be increased by 5% over the employee's base hourly rate of regular pay.

5. Salary Range:

Movement within each salary range shall be as shown within Attachment "B".

SECTION B – MILEAGE

Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

SECTION C – EDUCATION REIMBURSEMENT

Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the City shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four-year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

SECTION D – MEAL PAY

If an employee is required to work through any meal period he/she shall receive a reasonably priced meal. The employer shall provide the meal or reimbursement.

SECTION E – LAYOFF PROCEDURE

The Employer may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the Employer will notify the Guild, in writing, to permit the Guild to consult with the Employer regarding the necessity to lay off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary or temporary basis. Under no circumstances shall part-time positions be used to fill full-time positions in order to avoid the payment of benefits. It is the intent of the city not to create part time jobs for the purpose of avoiding the payment of benefits.

The City shall provide three (3) months' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the three (3) month notification period, for career counseling and retraining. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

1. Bumping Rights:

An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Gig Harbor Employees' Guild and the Gig Harbor Supervisors' Guild as long as the employee who is exercising bumping rights pursuant to this provision has seniority and as long as the previously held position would not constitute a promotion. For purposes of this section, seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence, approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position with the municipal court requires the approval of the Judge. See General Rule 29(f)(5)), Washington Court Rules.

2. Timing:

Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

3. Transfer in Lieu of Layoff:

An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.

4. Recall Rights:

An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. The employee has the duty to maintain his/her current address with the City.

ARTICLE 3 – VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of 15 vacation days to the city at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

ARTICLE 4 – HOLIDAYS

The following holidays shall be recognized by the City as City holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Reasons of Faith or Conscience	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 5 – MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for coverage of Guild employees for the benefit plans identified below. Employees shall pay 5% percentage of the monthly premium for coverage of all dependents for the Regence HealthFirst \$250 and Kaiser Permanente \$200 medical plans identified below. The employee's contribution to dependent medical premiums shall increase (over the current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% from one year to the next, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) If the City loses the WellCity designation and 2% premium savings due to lack of participation by Guild employees, the range for employees' contribution to dependent monthly premiums will increase to 7-12%, in increments as described above. An employee's spouse shall be considered a dependent for purposes of this section.

Medical – Association of Washington Cities
 Regence HealthFirst \$250 Deductible Plan
 Regence High Deductible Health Plan

Kaiser Permanente \$200 Deductible Health Plan
Dental – AWC Trust (Plan F- Washington Dental Service) with Orthodontia Option III
Vision – AWC Trust (Western Vision Service Plan)

For employees who enroll in the Regence High Deductible Health Plan (HDHP), the City will pay 100% of the monthly premium for Guild employees and their enrolled dependents. In addition, the City will contribute the following amounts per plan year into the employee's Health Savings Account (HSA):

Employee Only	\$3,450
Employee + 1 dependent	\$3,900
Employee + 2 dependents	\$3,900
Employee + 3 or more dependents	\$3,900

During the calendar years 2018 and 2019, the City's HSA contribution for the "Employee Only" tier shall be increased by a \$3,450 incentive for a total contribution of \$6,900. In 2018, the \$3,450 HSA contribution will be submitted in a lump sum on or about January 1, and the \$3,450 incentive will be paid monthly in the amount of \$287.50 per month. For the 2019 contribution and incentive, the IRS limit for single filers will be paid into the employee's HSA account, and the difference between \$6,900 and the amount contributed into the HSA will be paid in monthly installments. After 2019, the \$3,450 annual contribution will be paid on a monthly basis.

During the calendar years of 2018 and 2019, the City's HSA contribution for all other tiers shall be increased by a \$3,000 incentive for a total contribution of \$6,900. In 2018, the City will contribute \$5,000 on or about January 1 and \$1,900 on or about June 1. For 2019, the annual contribution and incentive will be paid out on a monthly basis. After 2019, the \$3,900 contribution will be paid on a monthly basis.

If an employee enrolled in the HDHP separates service before the end of 2018, the employee must return the unearned balance of the City's HSA contribution via payroll deduction. It is assumed that an employee earns one-twelfth, or \$575, of the annual 2018 HSA contribution and incentive for each month of employment.

Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax.

A City employee cannot enroll him or herself as a dependent on another City employee's medical plan.

The City will pay employees with dependents who choose to have no dependents covered on a City-sponsored medical plan \$250 per month, provided proof of alternative insurance coverage is provided to the City for non-enrolled dependents. The City will pay a full-time employee who chooses not to be covered by a City-sponsored medical plan \$250 per

month, provided proof of alternate insurance coverage is provided. The City will pay all associated administrative and monthly fees.

For 2018 only, the City will pay an employee who does not have any dependents eligible for coverage on a City-sponsored medical plan \$125 per month. This applies to employees who either have no dependents or cannot cover them due to legal/contractual reasons. The only employees eligible are those who are employed by the City on January 1, 2018. If, during 2018, an employee covering a dependent can no longer cover dependents, the employee will be eligible for this benefit for the remaining portion of 2018.

ARTICLE 6 – LEAVES

SECTION A – SICK LEAVE

Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

SECTION B – RETURN TO WORK

A medical certificate may be required when there is cause to suspect sick leave abuse; to assist the Employer in protecting employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness.

SECTION C – SICK LEAVE CASH OUT

An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). If this section is determined to be a violation of Washington State Paid Sick Leave Law, effective January 1, 2018, then this provision will be stricken from the agreement.

Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination, where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

SECTION D – USE OF SICK LEAVE

Sick leave may be used for the following:

1. Personal illness or physical incapacity resulting from causes beyond the employee's control;
2. Medical or dental treatment of the employee or his/her dependents;
3. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work;
4. Maternity or paternity purposes relating to childbirth or related circumstances;
5. Family Medical Leave Act (FMLA) leave;
6. Washington Family Leave Act (WFLA);
7. Washington Family Care Act (WFCA);
8. Domestic Violence Leave Act.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

SECTION E – CDL MEDICAL EXEMPTION

If an employee's commercial driver license (CDL) is suspended or revoked due to medical reasons, and the Employer has been notified as soon as possible, the Employer will make a good faith effort to reasonably accommodate the employee (i.e., assign the employee to assignments not requiring a CDL). The employee will then be given eighteen (18) months to re-obtain their CDL. If the employee is unable to obtain the CDL, the Employer, if desired, may have a physician of their choice (at the Employer's expense) evaluate the employee's medical records to verify the validity of the loss of CDL driving privileges.

If the employee is unable to reobtain the CDL, following the eighteen (18) month period, his/her pay shall be reduced by two (2) percent. If the employee subsequently is able to reobtain his/her CDL, he/she will be placed in the same salary range the employee had at the time of revocation of the license.

In the event that losing the CDL creates a hardship for the Employer, due to a lack of personnel to carry out commercial vehicle driving needs, and there is not enough regularly performed work for this employee, then termination may be an option for the city.

SECTION F – BEREAVEMENT LEAVE

A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family includes the employee's parents, spouse, registered domestic partner, child, step-child, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparents-in-law, step-grandparents, step-grandchild, or other relative who lives in the employee's home.

SECTION G – MILITARY LEAVE

In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to twenty-one (21) days during each calendar year.

SECTION H – JURY DUTY

Employees will be released from duty with pay while on jury duty or while appearing as a legally required witness on behalf of the Employer. Any jury duty or witness pay received by the employee from the court during such leave shall be deducted from the employee's base pay. Any court-provided mileage reimbursement will not be deducted from the employee's base pay.

SECTION I – FUNERAL PARTICIPATION

An employee may be granted up to three (3) hours of time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

SECTION J – VOTING

When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

SECTION K – EMERGENCY CALL-OUTS

Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section C of this Article.

ARTICLE 7 – BENEFIT PLAN

SECTION A – STATEWIDE PENSION PLAN

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

SECTION B – SUBSTITUTE SOCIAL SECURITY PLAN

The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

1. Long-term disability;
2. Life insurance; and
3. A deferred compensation plan for retirement income.

SECTION C – WORKERS COMPENSATION

The City shall insure city employees with the State of Washington Worker's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall be permitted to use sick leave during the lag time, provided he/she promptly endorses time-loss payments to the city for the period of lag time. Upon receipt of the time-loss payment, the Employer shall reimburse 100% of the sick leave used to the employee's sick leave bank.

SECTION D – POST SEPARATION HRA-VEBA

The Employees' Guild has adopted the HRA-VEBA plan by majority vote. The City shall contribute to the Plan on behalf of all eligible employees in the Guild. An eligible employee is limited to Guild members who retire from service with leave cash-out rights and who submit and complete a signed HRA-VEBA enrollment form. The City's contributions to fund each retiree's HRA-VEBA account shall include the entire cash-out value of all unused leave days (sick, vacation) accrued and available for cash-out upon retirement from service per negotiated agreement or City policy. The Guild may vote on the terms of this agreement annually and/or if an eligible employee will retire in the calendar year the vote is taken.

ARTICLE 8 – STANDBY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive

one (1) hour of pay or compensation time at his/her overtime rate; or

2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article 1, Section E, #2 (overtime) of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE 9 – TEMPORARY APPOINTMENT

Any employee who is required by their direct supervisor or the City Administrator to assume the duties and responsibilities of an Employee Guild position or rank above that which the employee normally holds (working out of class) for a period of at least three (3) continuous working days shall receive out of class pay, for all hours working out of class. Such assignments shall be in writing prior to or during the assignment. The assigned employee shall receive a five (5) percent pay increase, or be placed at the beginning of the higher pay range, whichever is greater. When the absent employee returns, the person working out of class will return to their previous position at their previous rate of pay.

Any employee who is placed in a supervisory position, with prior approval of the City Administrator, for a minimum of three (3) consecutive days shall receive a pay increase of fifteen percent (15%) (not to exceed the supervisor's actual pay). Upon the return of the supervisor, the employee will return to their previous position at the previous rate of pay.

ARTICLE 10 – RIGHT OF ACCESS-GUILD REPRESENTATION

SECTION A – GUILD REPRESENTATION

Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

SECTION B – GUILD BUSINESS

The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

ARTICLE 11 – EMPLOYEE RIGHTS

SECTION A – INVESTIGATIONS

Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

1. Receive the specific nature of the charge or allegation against him/her in writing.
2. Have present his/her choice of the Guild Representative (who must be reasonably available). The Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
3. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
4. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

SECTION B – CITY'S RULES AND REGULATIONS

It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. Emergency shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

SECTION C – MAINTENANCE OF CITY SERVICES

In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

SECTION D – FAILURE TO COMPLY WITH SECTION C

Any employee refusing to comply with the conditions of Section C above will be subject to immediate dismissal.

ARTICLE 12 – GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One, with the assistance of the Human Resource Analyst.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 working days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10)

working days after delivery of the demand for arbitration, the Employer and the Guild shall attempt to agree on an arbitrator to hear the grievance. If the parties do not agree on an arbitrator within ten (10) working days, either party may request a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC). The order of striking from the list shall be determined by coin toss. The remaining arbitrator on the list shall hear the grievance, unless the parties agree otherwise. A decision of the arbitrator shall be made in writing within twenty (20) working days following the conclusion of the arbitration hearing(s), unless otherwise agreed upon. Such decision shall be final and binding on both the Guild and the Employer. The authority of the arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs, including attorney's fees. The fees and costs of the arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE 13 – DISCIPLINE

Disciplinary action will normally be progressive in nature and supported by just cause. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to employees serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that an employee serving a promotional probation has a right to return to his or her former position as provided in Article 14 Section D. The right of return may be terminated only for just cause. Termination of employment status (right of return) is subject to the grievance process.

Any employee subject to discipline shall be entitled to Guild representation and/or legal representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files to confirm the fact of disciplinary action as a step in the process of that progressive discipline has been followed. A summary of all Internal Investigation files will be retained in accordance with the Washington State General Retention Schedule.

SECTION A – NOTICE & OPPORTUNITY TO RESPOND

Prior to issuing a written reprimand, or suspension without pay, demotion or discharge, the department head or supervisor shall provide the employee and the Guild with the following:

1. An opportunity to view and/or be provided a copy of all materials which are a part of or related to the investigation upon which the allegations(s) or charge(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
3. What disciplinary action is being considered.

SECTION B – EMPLOYEE’S RESPONSE

The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer, prior to or at the Pre-Disciplinary Meeting, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the department head or supervisor.

SECTION C – PRE-DISCIPLINARY MEETING

An opportunity to respond to the allegation(s) or charge(s) shall occur at the Pre-Disciplinary Meeting conducted and presided over by the department head or supervisor, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, including its time and place, shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

SECTION D – REPRESENTATIVE OR LEGAL COUNSEL

The employee may elect to have a representative, including legal counsel present at the initial or other interviews or at the Pre-Disciplinary Meeting, provided that the participation of a representative or legal counsel does not unreasonably delay the interview or review process. An “unreasonable delay” means any delay in excess of ten (10) business days after the date notice of the interview or Pre-Disciplinary Meeting was delivered to the employee.

SECTION E – EMPLOYER’S DECISION

Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting, the department head or supervisor shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

ARTICLE 14 – PERSONNEL REGULATIONS & POLICIES

SECTION A – SAVINGS CLAUSE

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations & Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall

be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

SECTION B – JOB RECLASSIFICATION REQUEST

During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification. The department head will submit the request to Human Resources.

SECTION C – PROMOTION & RECLASSIFICATION

An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 4%.

SECTION D – RETURN

Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to “bump” another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the guild as to whether or not the position will be backfilled with temporary help during the 6-month probationary period.

SECTION E – RECRUITMENT

Any time a recruitment for a City position is posted externally, it shall be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the City may internally post job announcements for at least one week before advertising the position externally.

ARTICLE 15 – PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any document is entered into an employee's personnel file, a copy of same shall be provided to the employee.

2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

ARTICLE 16 – UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full time Police Services Specialists and Community Service Officer will be assigned the following uniform items:

1. 1 skirt, or 1 jumper, or 1 skort
2. 2 blouses and/or shirts
3. 1 vest
4. 1 pair of slacks or 3 pairs of slacks if no skirt, jumper or skort.
5. 1 pair of shoes

At the time of employment, and as needed thereafter as determined by the department head, full time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$300 per year)
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full time Wastewater Treatment Plant Operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$300 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full time and regular part time employees, employees from the Planning, Building and Public Works Departments (to include Community Service Officer) who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. Safety shoes or boots (Not to exceed \$300 per year)
3. 1 winter jacket

4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform. Each employee eligible for safety shoe and boot allowance must obtain permission from their supervisor prior to the purchase of new safety shoes or boots.

The employer shall be responsible for laundering uniforms for non-office and non-clerical Public Works Operations and Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy.

For non-office and non-clerical Public Works Operations and Wastewater Treatment Plant employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 17 – VACCINATIONS

The Employer shall provide those Employees who are subject to risk or potential disease exposure with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department. Employees may elect to decline the Hepatitis

B vaccine by signing the Hepatitis B Declination Form and submitting it to Human Resources.

ARTICLE 18 – LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 19 – MANAGEMENT RIGHTS

The Guild recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the City, provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this Agreement. Such rights include, but are not limited to the following:

1. To establish the qualification for employment and to employ employees;
2. To establish the makeup of the Employer's workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of services offered to the public;
4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, methods, and number of personnel needed to carry out City operations and services;
6. To hire and assign or transfer employees;
7. To introduce and use new or improved methods, equipment or facilities;
8. To assign work to, and schedule employees;
9. To take whatever action necessary to carry out the mission of the City in an emergency;
10. To determine the City budget.

ARTICLE 20 – SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 21 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an 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 understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 22 – TERM OF AGREEMENT

This Agreement is effective January 1, 2018, and shall continue in full force and effect to and including December 31, 2019. With the acceptance of the provision of the (2) two-year term of this agreement, the following contract term starting January 1, 2020, will be a minimum of 3 years.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____day, December, 2017.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Jill Guernsey, Mayor

George Flanigan, President

Ronald L. Williams, City Administrator

ATTEST:

Nancy Nayer

ATTACHMENT "A"

2018 GIG HARBOR EMPLOYEES' GUILD SALARY SCHEDULE

POSITION	Minimum	Maximum	Notes
Senior Engineer	7,187	8,984	
Associate Engineer/Project Engineer	6,646	8,306	
Senior Accountant	6,630	8,288	
Senior Planner	6,626	8,282	
Parks Project Administrator	6,607	8,260	
Assistant Building Official/Fire Marshal	6,251	7,814	
Field Supervisor	5,859	7,321	
Construction Supervisor	5,859	7,321	1
Senior WWTP Operator	5,516	6,895	
Payroll/Benefits Administrator	5,383	6,730	2
Associate Planner	5,302	6,628	
Construction Inspector	5,172	6,465	
Planning / Building Inspector	5,172	6,465	
Executive Assistant	5,095	6,370	
Mechanic	5,001	6,251	
Wastewater Treatment Plant Operator	4,935	6,168	
Engineering Technician	4,894	6,115	
Information Systems Assistant	4,788	5,985	
WWTP Collection Tech II	4,615	5,769	
Maintenance Technician	3,708	5,769	3
Assistant Planner	4,601	5,750	
Permit Coordinator	4,601	5,750	4
Community Service Officer	4,560	5,701	
Finance Technician	4,486	5,608	
Utility Billing Technician	4,486	5,608	
Planning Technician	4,463	5,578	
Building Assistant	4,362	5,453	
Planning Assistant	4,362	5,453	
Public Works Assistant	4,362	5,453	
Administrative Assistant	4,175	5,219	
Lead Court Clerk	4,174	5,218	
Police Services Specialist	3,773	4,716	
Court Clerk	3,722	4,653	
Custodian	3,708	4,635	
Public Works Clerk	3,706	4,632	
Planning/Building Clerk	3,706	4,632	

Salary Range Notes

1. Continue Construction Supervisor position classification to be filled by the two Construction Inspector positions in the engineering division. The salary for this new Construction Supervisor range will be banded with the field supervisor range. The Construction Inspector classification and salary range will remain on the adopted salary plan. If either or both of the construction supervisor positions become vacant, the City reserves the right to fill at the construction inspector level. The job description for this new position classification is dated March 21, 2012.

2. Range Adjustment. For the duration of the contract, maintain a minimum 20% spread between the top step of the Payroll/Benefits Administrator and Finance Technician salary ranges (using top step of the Finance Technician as the denominator in the equation).

3. Continuation of position classification combining Maintenance Tech I & Tech II ranges. Incumbents (both Is & IIs) will move into the new Maintenance Technician range but will not be able to exceed mid-range of the new range until they have been with the City for at least five years and achieved goals, licenses, and/or certifications. The job description for this new position classification is dated March 21, 2012. The "Above-Mid-Range" Requirements document is incorporated into this job description. The job description for this new position classification includes a requirement for a CDL Class B license with a Tanker Endorsement. Those employees who currently do not have this required CDL are required to obtain the CDL within 18 months of the date of execution of this agreement, PROVIDED, there are two Tech IIs who do not currently (as of March 12, 2012) have a CDL that are excused from this requirement. The current senior Mechanic is also excused from this CDL requirement. The new range represents the low end of the salary survey range for AWC job code 400 and the high end of the salary survey range for the AWC job code 420.

4. For the duration of the contract, the Permit Coordinator position will be banded with the Assistant Planner salary range (AWC job code 519.)

Note: Pay increases, if any, as a result of salary range adjustments, will only be retroactive to no sooner than January 1, 2018, if an affected employee had a performance evaluation due between January 1st, 2018, and the date this contract is signed by all parties, if the contract is not signed by December 31, 2017, subject to the review of the employee's supervisor and the City Administrator who will determine whether a within-range merit increase is warranted.

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGES ADJUSTED ANNUALLY

1. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
2. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 5% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increases shall be approved by the City Administrator.

DISCRETIONARY PERFORMANCE-BASED PAY PROGRAM

1. In an effort to attract and retain talented employees, the City has agreed to offer some additional performance-based incentives to eligible employees as described below.
2. Discretionary Performance-Based Pay is intended to recognize employees who perform beyond their employment duties as described in their job descriptions and who provide excellent value and exceptionally high quality service that benefits the City of Gig Harbor. Discretionary Performance-Based Pay is only available to employees who are no longer eligible for performance pay increases because they have reached the maximum level of their salary range. This discretionary performance-based pay shall not be added to the employee's base pay and is separate, non-cumulative compensation.
3. The percentage awarded will range from 1% to 4% in defined incremental amounts of 0.5% or greater. The percentage awarded shall depend on the employee reaching certain specific criteria as described below:
 - a. A supervisor, in collaboration with each eligible employee, shall set specific goals and/or criteria representing tangible and/or intangible contributions resulting in providing excellent value or exceptionally high quality service. The goals and/or criteria shall be included in the employee's annual performance evaluation along with associated percentages of pay for achieving each of the goals and/or criterion. This will be known as the Discretionary Performance Plan (Plan).
 - b. The Plan for each employee shall be approved in advance by the City Administrator, with input from Human Resources.

- c. The review period shall be for one year, beginning on the employee's annual anniversary date and continuing through the subsequent 12 months.
 - d. The discretionary performance-based pay awarded shall be calculated solely on the employee's annual base salary.
 - e. At the end of the review period, the supervisor shall meet with the employee to determine which, if any, of the Plan elements have been achieved and therefore, what percentage of pay, if any, has been earned by the specific employee.
 - f. The City Administrator shall review the decisions of the supervisor with regard to any Discretionary Performance-Based Pay recommended by that supervisor. The City Administrator retains discretion to reject the supervisor's decision in the event that the Plan elements, approved in accordance with Item 2 of this section, have not been achieved.
 - g. To receive the discretionary-based performance pay, the employee must be in good standing with the City, meaning no pending or imposed disciplinary actions during the previous 12 months of the review period. Additionally, the regular duties of the employee's position must be performed satisfactorily throughout the review period to retain eligibility to earn the Discretionary Performance-Based Pay goals.
 - h. This program will expire on December 31, 2019. Any discretionary pay earned in 2019 shall be paid to employees at the end of their review period in 2020, regardless of whether the program is continued.
4. The City's budget shall reflect a budget line item within each Department's budget with an estimated amount of funds, if any, to be used for Discretionary Performance-Based Pay.

AGREEMENT

By and Between

CITY OF GIG HARBOR

and

**GIG HARBOR EMPLOYEES' GUILD
SUPERVISORY BARGAINING UNIT**

2018 - 2019

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild Supervisory Bargaining Unit, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article 1 herein.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include the City Engineer, Information Systems Manager, Planning Director, Building and Fire Safety Director, Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor and Public Works Superintendent.

In accordance with Court General Rule 29 (GR 29), the Gig Harbor Municipal Court maintains full control over the hiring, discipline, and termination of all Court employees. For Court employees and Court operations, if the specific Articles of this Agreement relating to hours and working conditions make specific reference to the Court or Court employees, then this Agreement controls. If the specific Articles of this Agreement relating to hours and working conditions do not specifically refer to the Court or Court employees, then the Court's policies and procedures related to those subjects supersede this Agreement.

ARTICLE 2 - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this

Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

Section 2. The Employer upon permission from the Supervisory Bargaining unit, may deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. If performed, the Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild members (as listed in Article 1 recognition) may authorize the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE 3 - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Section 1. Normal workweek. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday may be adjusted by the City Administrator in order to allow flexible work schedules (e.g. 9-80) or to require additional hours of work. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime. Overtime shall mean hours worked in excess of 40 hours in an established consecutive 7 day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Overtime shall be compensated at the rate of one and one-half times the regular straight time pay. Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular workweek (Sunday for employees working a normal Monday through Friday workweek) without regard to the

limitations set above.

Sections A through H below shall apply:

- A.** All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B.** Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked (time worked in excess of 40 hours in a work week) except for holidays and for hours worked on the last day off before the start of the next work week. Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).
- C.** Employees will receive a minimum of 3 hours of overtime pay for work requiring a return to work from home, or other non-work location during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. Remote work that does not require reporting in person will not be paid overtime and is part of the salary for FLSA exempt positions. For FLSA non-exempt positions, remote work that does not require reporting in person and takes at least 8 minutes will be paid based on the amount of time worked, except that for the Wastewater Treatment Plant Supervisor and Public Works Superintendent remote work that does not require reporting in person will be paid as a 1 hour call out or the actual time spent, whichever is greater.
- D.** Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E.** The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer (City Administrator, Department Head or manager) and the Employee. The compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the city's operation. Accrued compensatory time off shall be used at a time mutually agreeable to the Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2B above.
- F.** Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.

- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article 4, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.
- H. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

Section 3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE 5 - WAGE RATES

Section 1. Wages and Salary Survey.

- A. **Wages.** Effective January 1, 2018, members of the Supervisor's Guild shall receive a cost-of-living increase in their salaries of 3%.

Effective January 1, 2019, members of the Guild shall receive a cost of living wage increase in their salaries based on 100% of the annual increase of the June 2018 Seattle-Tacoma-Bellevue CPI-W, but not less than 0% nor greater than 4%.

- B. **Salary Survey.** The City shall initiate a salary survey of the Supervisor's Guild members (employee) wage rates prior to January 1st of each contract year, which shall analyze the appropriate wages for members relative to a selected group of cities agreed to by the parties. The results of this survey shall be compared with the current-year salary ranges at that time, and if the survey results disclose the salary range midpoint for any of the following positions: Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor and Public Works Superintendent positions are two and one-half percent (2.5%) or more below the survey range mid-point, then the City will make the adjustment as identified in Item 1, listed below. The City shall also initiate a salary survey of the Public Works Director position/wage rate prior to January 1st, of each contract year relative to the selected group of cities agreed to by the parties. The City will make the adjustment as identified in item 2, listed below. The City shall also initiate a salary survey of the Building Official/Fire Marshall position/wage rate prior to January 1st of each contract year relative to the selected group of cities agreed to by the parties. The City will make the adjustment as identified in item 3, listed below:

1. Adjust the salary range midpoint for an identified position (Tourism and Communications Director, Court Administrator, Wastewater Treatment

Plant Supervisor and Public Works Superintendent) to conform to 100% of the salary survey midpoint.

2. If the survey results disclose the salary range midpoint for the Public Works Director is two and one-half percent (2.5%) or more below the survey range mid-point: The City Engineer, Planning Director and the Information Systems Manager salary ranges shall be adjusted to conform to eighty-seven percent (87%) of the new Public Works Director salary range midpoint. Or 100% of the annual increase of the June Seattle-Tacoma-Bellevue CPI-W (maximum 3%), whichever is greater.
3. If the survey results disclose the salary range midpoint for the Building and Fire Safety Director (using the building official base rate PRIOR and/or MINUS the 10% premium for Fire Marshall duties) and discover the base rate for this position is two and one-half percent (2.5%) or more below the survey range mid-point: The Building and Fire Safety Director salary range shall be adjusted to conform to 100% of the salary survey midpoint PRIOR to the 10% premium adjustment which is made as an addition to the salary for Fire Marshall duties.

Section 2. Salary range. Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

Section 3. 2018 Salary and Benefits Survey. The City will conduct a salary and benefits survey in 2018. The City shall retain a professional consultant to conduct the survey. The Guild shall participate in the determination of the scope of work for the survey and consultant selection. The Guild shall have the opportunity to review and comment on the survey during the analysis process and the results of the survey shall be provided to the Guild. The survey results are not binding to either party but instead are to be considered a resource for negotiations. The Employer and Guild will use the results of the survey to bargain wages and benefits for the 2020 contract. Each party reserves the right to make proposals that vary from the consultant's recommendations. In the event that there is a disagreement between the Employer and the Guild regarding the process or the results of the survey, issues related to the survey or appropriate adjustments, the Guild and the City agree to discuss and negotiate the disagreement in good faith.

Section 4. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 5. Education reimbursement. Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour

for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 6. Meal Pay. If a supervisor is required to work through any meal period he/she shall receive a reasonably priced meal. The employer shall provide the meal or reimbursement.

Section 7. Layoff Procedure. The City may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the City will notify the Guild, in writing, to permit the Guild to consult with the City regarding the necessity to lay off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification in a division with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary, temporary basis. Under no circumstances shall part time positions be used to fill full time positions in order to avoid the payment of benefits. It is the intent of the city not to create part time jobs for the purpose of avoiding the payment of benefits.

The City shall provide three (3) months' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the three (3) month notification period, for career counseling and retraining. Approved and designated funds shall be available and maybe expended solely within twelve (12) months of the notice of termination.

Bumping Rights. An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Gig Harbor Employees' Guild and the Gig Harbor Supervisory's Guild as long as the employee who is exercising bumping rights pursuant to this provision has seniority and as long as the previously held position was not lost due to disciplinary or performance review reasons. For purposes of this section,

seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position within the municipal court requires the approval of the Judge.

Timing. Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

Transfer in Lieu of Layoff. An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.

Recall Rights. An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. The employee has the duty to maintain his/her current address with the City.

ARTICLE 6 - VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. An accumulated vacation balance shall not exceed 336 hours at any one time. An accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of 15 vacation days to the city at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

ARTICLE 7 - HOLIDAYS

The following holidays shall be recognized by the City as City holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
* 2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Faith or Conscience	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 8 - MEDICAL BENEFITS

Section 1.

The Employer shall pay 100% of the monthly premium for coverage of Guild employees for the benefit plans identified below. Employees shall pay 5% percentage of the monthly premium for coverage of all dependents for the Regence HealthFirst \$250 and Kaiser Permanente \$200 medical plans identified below. The employee's contribution to dependent medical premiums shall increase (over the current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% from one year to the next, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) If the City loses the WellCity designation and 2%

premium savings due to lack of participation by Guild employees, the range for employees' contribution to dependent monthly premiums will increase to 7-12%, in increments as described above. An employee's spouse shall be considered a dependent for purposes of this section.

Medical - Association of Washington Cities
Regence HealthFirst \$250 Deductible Plan
Regence High Deductible Health Plan
Kaiser Permanente \$200 Deductible Health Plan
Dental - AWC Trust (Plan F- Washington Dental Service) with Orthodontia Option III.
Vision - AWC Trust (Western Vision Service Plan).

For employees who enroll in the Regence High Deductible Health Plan (HDHP), the City will pay 100% of the monthly premium for Guild employees and their enrolled dependents. In addition, the City will contribute the following amounts per plan year into the employee's Health Savings Account (HSA):

Employee Only	\$3,450
Employee + 1 dependent	\$3,900
Employee + 2 dependents	\$3,900
Employee + 3 or more dependents	\$3,900

During the calendar years 2018 and 2019, the City's HSA contribution for the "Employee Only" tier shall be increased by a \$3,450 incentive for a total contribution of \$6,900. In 2018, the \$3,450 HSA contribution will be submitted in a lump sum on or about January 1, and the \$3,450 incentive will be paid monthly in the amount of \$287.50 per month. For the 2019 contribution and incentive, the IRS limit for single filers will be paid into the employee's HSA account, and the difference between \$6,900 and the amount contributed into the HSA will be paid in monthly installments. After 2019, the \$3,450 annual contribution will be paid on a monthly basis.

During the calendar years of 2018 and 2019, the City's HSA contribution for all other tiers shall be increased by a \$3,000 incentive for a total contribution of \$6,900. In 2018, the City will contribute \$5,000 on or about January 1 and \$1,900 on or about June 1. For 2019, the annual contribution and incentive will be paid out on a monthly basis. After 2019, the \$3,900 contribution will be paid on a monthly basis.

If an employee enrolled in the HDHP separates service before the end of 2018, the employee must return the unearned balance of the City's HSA contribution via payroll deduction. It is assumed that an employee earns one-twelfth, or \$575, of the annual 2018 HSA contribution and incentive for each month of employment.

Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax.

A City employee cannot enroll him or herself as a dependent on another City employee's medical plan.

The City will pay employees with dependents who choose to have no dependents covered on a City-sponsored medical plan \$250 per month, provided proof of alternative insurance coverage is provided to the City for non-enrolled dependents. The City will pay a full-time employee who chooses not to be covered by a City-sponsored medical plan \$250 per month, provided proof of alternate insurance coverage is provided. The City will pay all associated administrative and monthly fees.

For 2018 only, the City will pay an employee who does not have any dependents eligible for coverage on a City-sponsored medical plan \$125 per month. This applies to employees who either have no dependents or cannot cover them due to legal/contractual reasons. The only employees eligible are those who are employed by the City on January 1, 2018. If, during 2018, an employee covering a dependent can no longer cover dependents, the employee will be eligible for this benefit for the remaining portion of 2018.

ARTICLE 9 - LEAVES

Section 1. Sick leave. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. Return to work. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist the City in protecting employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness.

Section 3. Sick leave bonus. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Use of sick leave. Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.
- e. Family Medical Leave Act (FMLA) leave.
- f. Washington Family Leave Act (WFLA)
- g. Washington Family Care Act (WFCA)
- h. Domestic Violence Leave Act.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family includes the employee's parents, spouse, registered domestic partner, child, step-child, brother or sister, step-brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, grandparents-in-law, step-grandparents, step-grandchild, or other relative who lives in the employee's home.

Section 6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to twenty-one (21) days during each calendar year.

Section 7. Jury Duty. Employees will be released from duty with pay while on jury duty, or while appearing as a legally required witness on behalf of the City or on behalf of a previous employer if approved by the City Administrator. Any jury duty or witness pay received by the employee during such leave shall be deducted from the employee's base pay. Any court-provided mileage reimbursement will not be deducted from the employee's base pay.

Section 8. Funeral Participation. An employee may be granted up to three (3) hours of time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

Section 9. Voting. When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

Section 10. Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

ARTICLE 10 - BENEFIT PLAN

Section 1. Statewide pension plan. The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

Section 2. Substitute Social Security Plan. The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

Section 3. Worker's Compensation. The city shall insure City employees with the State Worker's Compensation Plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments, he/she shall be permitted to use sick leave during the time lag, provided he/she promptly endorses time-loss payments for the period of the time lag to the City.

Section 4. Post Separation HRA-VEBA

The Employees' Guild Supervisory has adopted the HRA-VEBA plan by majority vote. The City shall contribute to the Plan on behalf of all eligible employees in the Guild. An eligible employee is limited to Guild members who retire from service with leave cash-out rights and who submit and complete a signed HRA-VEBA enrollment form. The City's contributions to fund each retiree's HRA-VEBA account shall include the entire cash-out value of all unused leave days (sick, vacation) accrued and available for cash-out upon retirement from service per negotiated agreement or City policy. The Guild may vote on the terms of this agreement annually and/or if an eligible employee will retire in the calendar year the vote is taken.

ARTICLE 11 - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensation time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article 4 of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE 12 – TEMPORARY APPOINTMENT

Any supervisor who is placed in an acting appointment position, with prior approval of the City Administrator, for a minimum of two weeks, shall receive a pay increase of fifteen percent (15%) (not to exceed the incumbent's actual pay) for the time exceeding two weeks. Accordingly, from two to four weeks, the supervisor would receive a pay increase of fifteen percent (15%). If the temporary assignment extends more than four weeks, the fifteen percent (15%) pay increase (not to exceed the incumbent's actual pay) will be retroactive to the first day of the assignment.

ARTICLE 13 - RIGHT OF ACCESS-GUILD REPRESENTATION

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks,

lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

ARTICLE 14 - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). The Guild employee shall be solely responsible or voting Guild members may, unilaterally in agreement, vote responsibility for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. Emergency shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

Section 3. Maintenance of City services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

Section 4. Failure to comply with Section 3. Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

ARTICLE 15 - GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 working days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator, assisted by Human Resources, shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer and the Guild shall attempt to agree on an arbitrator to hear the grievance. If the parties do not agree on an arbitrator within ten (10) working day, either party may request a list of 9 arbitrators from the Public Employment Relations Commission (PERC). The order of striking from the list shall be determined by coin toss. The remaining arbitrator on the list shall hear the grievance, unless the parties agree otherwise. A decision of the arbitrator shall be made in writing within twenty (20) working days following the conclusion of the arbitration hearing(s), unless otherwise agreed upon. Such decision shall be final and binding on both the Guild and the Employer. The authority of the arbitrator is limited to ruling on the

correct interpretation or application of the Articles of this Agreement and shall not add to or take away there from. Each party shall be responsible for their own costs, including attorney's fees. The fees and costs of the arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE 16 – DISCIPLINE

Disciplinary action will normally be progressive in nature and supported by just cause. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to supervisors serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that a supervisor serving a promotional probation has the right to return to his/her former position as provided in Article 17 section 4. The right of return may be terminated only for just cause. Termination of employment status (right of return) is subject to the grievance process.

Any employee subject to discipline shall be entitled to Supervisory Guild representation and/or legal representation at all meetings which the supervisor is required to attend where discipline is being considered. Records of the discipline may be retained in supervisory files to confirm the fact of disciplinary action as a step in the process of that progressive discipline has been followed. A summary of all internal investigation files will be retained in accordance with the Washington State Archivists retention schedule.

Section 4. Notice and Opportunity to Respond. Prior to issuing a written reprimand, or suspension without pay, demotion or discharge, the department head or supervisor shall provide the individual, and the Guild ,with the following:

- a. An opportunity to view and/or provided a copy of all materials which a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

Section 5. Employee's Response. The affected supervisor and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer, prior to or at the Pre-Disciplinary meeting, provided the Guild may request a reasonable extension of time to respond, with which the request will not be unreasonably denied by the department head, supervisor or City Administrator.

Section 6. Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the department head, supervisor or City Administrator, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this

meeting, including its time and place, shall be given to the supervisor and the Guild. This meeting shall be informal. The supervisor shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

Section 7. Representative or legal counsel. The supervisor may elect to have a representative and/or legal counsel present at the initial or subsequent interviews or at the pre-disciplinary meeting, provided that the participation of a representative and/or legal counsel does not unreasonably delay the interview or review process. An “unreasonable delay” means any delay in excess of ten (10) business days after the date of notice of delivery to the supervisor/employee.

Section 8. Employer's Decision. Within a reasonable timeframe, not to extend beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting absent extenuating circumstances, the department head, supervisor or City Administrator shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

ARTICLE 17 – PERSONNEL REGULATIONS AND POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations and Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

Section 2. During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification. The department head will submit the request to Human Resources.

Section 3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 3%.

Section 4. Return. Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to “bump” another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the guild as to whether or not the position will be backfilled with temporary help during the 6 month probationary period.

Section 5. Any time a recruitment for a city position is posted externally, it may be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the City shall internally post job announcements for at least one week before advertising the position externally.

ARTICLE 18 - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any document is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. Human Resources shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

ARTICLE 19 - UNIFORMS AND EQUIPMENT

Safety Equipment: At the time of employment, and as needed thereafter as determined by the City Administrator, safety equipment will be assigned as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, the Wastewater Treatment Plant Supervisor and the Public Works Superintendent will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts

3. 3 long sleeve shirts
4. safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, full time and regular part time employees receiving benefits, employees from the Planning, Building and Public Works Departments who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office may be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. safety shoes or boots (Not to exceed \$250 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the City Administrator and all purchases shall be

through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform.

The employer shall be responsible for laundering uniforms for non-office and non-clerical Public Works Operations and Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy.

For non-office and non-clerical Public Works Operations and Wastewater Treatment Plant employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 20 – VACCINATIONS

The Employer shall provide those Employees who are subject to risk or potential disease exposure with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department. Employees may elect to decline the Hepatitis B vaccine by signing the Hepatitis B Declination Form and submitting it to Human Resources.

ARTICLE 21 - LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 22- MANAGEMENT RIGHTS

The Guild recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the City, provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this Agreement.

Such rights include, but are not limited to, the following:

1. To establish the qualifications for employment and to employ employees;
2. To establish the makeup of the Employer's workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of service offered to the public;
4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, method, and number of personnel needed to carry out City operations and services;
6. To hire and assign or transfer employees;
7. To introduce and use new or improved methods, equipment or facilities;
8. To assign work to, and schedule employees;
9. To take whatever action necessary to carry out the mission of the City in an emergency;
10. To determine the City budget.

ARTICLE 23 - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 24- COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an 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 understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement is effective January 1, 2018, and shall continue in full force and effect to and including December 31, 2019. With the acceptance of the provision of the (2) two-year term of this agreement, the following contract term starting January 1, 2020, will be a minimum of 3 years.

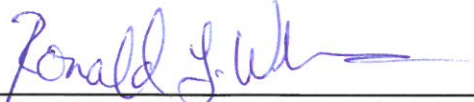
Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this 11 day of December, 2017.

CITY OF GIG HARBOR




Jill Guernsey, Mayor



Ronald L. Williams, City Administrator

GIG HARBOR SUPERVISORS' GUILD



Stephen Misiurak, President

ATTACHMENT "A"

**PROPOSED 2018 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE
including 3% COLA**

POSITION	2018 RANGE	
	Minimum	Maximum
Building & Fire Safety Director	7,622	9,528
City Engineer	7,961	9,951
Information Systems Manager	7,961	9,951
Planning Director	7,961	9,951
Tourism and Communications Director	6,894	8,618
Public Works Superintendent	6,806	8,508
Wastewater Treatment Plant Supervisor	6,806	8,508
Court Administrator	6,842	8,553

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGES ADJUSTED ANNUALLY

1. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
2. Employees who have satisfactorily completed a six (6) month employment probationary period shall be eligible for a performance pay increase from 0% to 5%.
3. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 5% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increases shall be approved by the City Administrator.

DISCRETIONARY PERFORMANCE-BASED PAY PROGRAM

1. In an effort to attract and retain talented employees, the City has agreed to offer some additional performance-based incentives to eligible employees as described below.
2. Discretionary Performance-Based Pay is intended to recognize employees who perform beyond their employment duties as described in their job descriptions and who provide excellent value and exceptionally high quality service that benefits the City of Gig Harbor. Discretionary Performance-Based Pay is only available to employees who are no longer eligible for performance pay increases because they have reached the maximum level of their salary range. This discretionary performance-based pay shall not be added to the employee's base pay and is separate, non-cumulative compensation.
3. The percentage awarded will range from 1% to 4% in defined incremental amounts of 0.5% or greater. The percentage awarded shall depend on the employee reaching certain specific criteria as described below:
 - a. A supervisor, in collaboration with each eligible employee, shall set specific goals and/or criteria representing tangible and/or intangible contributions resulting in providing excellent value or exceptionally high quality service. The goals and/or criteria shall be included in the employee's annual performance evaluation along with associated percentages of pay for achieving each of the goals and/or criterion. This will be known as the Discretionary Performance Plan (Plan).

- b. The Plan for each employee shall be approved in advance by the City Administrator, with input from Human Resources.
 - c. The review period shall be for one year, beginning on the employee's annual anniversary date and continuing through the subsequent 12 months.
 - d. The discretionary performance-based pay awarded shall be calculated solely on the employee's annual base salary.
 - e. At the end of the review period, the supervisor shall meet with the employee to determine which, if any, of the Plan elements have been achieved and therefore, what percentage of pay, if any, has been earned by the specific employee.
 - f. The City Administrator shall review the decisions of the supervisor with regard to any Discretionary Performance-Based Pay recommended by that supervisor. The City Administrator retains discretion to reject the supervisor's decision in the event that the Plan elements, approved in accordance with Item 2 of this section, have not been achieved.
 - g. To receive the discretionary-based performance pay, the employee must be in good standing with the City, meaning no pending or imposed disciplinary actions during the previous 12 months of the review period. Additionally, the regular duties of the employee's position must be performed satisfactorily throughout the review period to retain eligibility to earn the Discretionary Performance-Based Pay goals.
 - h. This program will expire on December 31, 2019. Any discretionary pay earned in 2019 shall be paid to employees at the end of their review period in 2020, regardless of whether the program is continued.
4. The City's budget shall reflect a budget line item within each Department's budget with an estimated amount of funds, if any, to be used for Discretionary Performance-Based Pay.