

CONTRACT

BETWEEN

TOWN OF FRIDAY HARBOR

AND

LOCAL 1849F

Washington State Council of County &
City Employees, AFSCME, AFL-CIO

January 1, 2009 through December 31, 2011

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CONTRACT

PREAMBLE

This Contract is made by and between the Town of Friday Harbor, hereinafter known as the Employer, and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1849F, hereinafter known as the Union.

1. *PURPOSE*

1.1 The parties have entered into this Contract in order to set forth wages, hours, terms and conditions of employment for employees covered by this Contract.

2. *RECOGNITION*

2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular employees working twenty (20) hours or more per week in the bargaining unit excluding elected officials, supervisors, confidential and temporary employees.

3. *DEFINITIONS*

3.1 Regular Full-Time Employee. An employee who has successfully completed a trial period as defined in this Contract and who regularly works a minimum of forty (40) hours a week.

3.2 Regular Part-Time Employee. An employee who has successfully completed a trial period as defined in this Contract and who regularly works a minimum of twenty (20) hours a week.

3.3 Temporary/Seasonal Employee. An employee who is employed not more than five (5) months in any calendar year and whose hours in the fifth month shall be kept under seventy (70) hours total. The purposes of such positions might include special projects, seasonal demands, abnormal work loads, or emergencies. Temporary/Seasonal employees are not eligible for Town benefits and shall be excluded from any and all provisions of this Contract.

3.4 Department Head. An employee who is responsible for the leadership of their department within the Town organization. May supervise other supervisors or employees or may supervise neither.

3.5 Personnel Officer. The Town Administrator or his/her designee.

3.6 Notice. Unless otherwise specified, notice to the Union shall consist of written communication delivered to both the Local Union President and the Council 2 Staff Representative; and notice to the Town shall consist of written communication delivered to both the Mayor and Personnel Officer of the Town.

4. MANAGEMENT'S RIGHTS CLAUSE

4.1 Any and all rights concerning with the management and operation of the Employer and its departments are exclusively those of the Employer unless otherwise limited by the terms of this Contract. The Employer has the authority to adopt and enforce rules for the operation of a department and conduct of its employees, provided such rules are not in conflict with the provisions of this Contract.

4.2 The Employer has the right to, among other actions, by way of illustration:

4.2.1 to direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employees; and

4.2.2 to lay off employees and to implement its decision with regards thereto; and

4.2.3 to discipline or discharge employees for cause or failure to meet reasonable work or performance standards set by the Town; and

4.2.4 to assign work, determine duties of employees and transfer employees (including work assignments to schedules, shifts, and other details); and

4.2.5 to assign and require overtime; and

4.2.6 to establish, change or combine jobs, positions, job qualifications, job classifications and descriptions; and

4.2.7 to schedule hours of work and alteration of work schedules with reasonable notice to affected employees; and

4.2.8 to determine the number of personnel to be assigned duty at any time; and

4.2.9 to recruit, hire, and promote employees into positions based on standards established by the Town; and

4.2.10 to determine and control the Town's budget; and

4.2.11 to determine the manner and means by which the Town's activities shall be undertaken and accomplished; and

4.2.12 to enter into agreements with other government entities concerning the provision of public services provided by the Town, subject to the provisions of this Contract; and

4.2.13 to implement new, and to revise or eliminate, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards, to require and schedule training as needed; and

4.2.14 to determine how best to deal with emergencies that may arise from time to time; and

4.2.15 to contract out bargaining unit work, after sixty (60) days notice to the Union, bargaining to the extent required by law, and after allowing the bargaining unit to bid on the work under consideration; and

4.2.16 and to perform all other functions not otherwise expressly limited by this Contract.

4.3 Union waives the right to bargain regarding the exercise of management rights and the exercise of management rights shall not be subject to the grievance or arbitration procedure.

5. *RIGHTS OF EMPLOYEES*

5.1 The Union and Employer agree that provisions of this Contract shall be applied equally to all employees without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, religion, disability, national origin or political affiliation, or Union affiliation.

5.2 The private and personal life and activities of Union members shall not be grounds for disciplinary, discriminatory or other comparable actions unless such activities represent a conflict of interest as set forth in RCW 42.18, are detrimental to the employee's work performance, or are directly detrimental to Town programs and services.

5.3 Each employee, or a designated representative with written authorization from the employee, shall have access to the employee's personnel file.

5.4 Any performance evaluation or disciplinary notice or commendation that is inserted into the employee's personnel file shall be brought to the attention of the employee within ten (10) working days. If requested, the employee shall acknowledge receipt of any document which is placed in the personnel file by signing and dating the document. In the event the employee refuses to sign the document, the Union President shall sign an acknowledgment that a copy was made available to the employee and that the employee refused to acknowledge receipt. The employee shall have an opportunity to insert in the personnel file whatever documentation the employee believes necessary to challenge contentions made in the material.

5.5 Except as required by federal law on controlled substances (drug and alcohol abuse) and any policies and regulations adopted thereunder, all written reprimands or disciplinary notices shall be removed from the personnel file after two (2) years time upon request of the employee, provided there has been no further occurrence or related occurrence within the previous eighteen (18) months to the matters referred to in such reprimand or notice.

5.6 Any complaint, by any person or from any source which has the potential to be used in a disciplinary matter of an employee, shall be promptly reduced to writing and shown to the employee. Any complaint ~~not~~ reduced to writing and not shown to the employee will not be used in any disciplinary matter concerning that employee. Provided, however, that criminal complaints and other complaints requiring investigation will not be shown to the employee until an appropriate investigation has been completed.

6. *UNION ACTIVITIES*

6.1 The Union agrees that no officer or member will conduct Union business at any work station or during working hours, except as provided in Section 6.4 and 6.9 below, unless such business is initiated by the Employer. Rest periods and lunch periods are specifically exempted from working hours.

6.2 Collective bargaining between the Employer and the Union shall be carried out by the Mayor or his/her designates and by the Council 2 Representative and the Local 1849F Executive Board or its designees.

6.3 The Employer shall allow the following, with the use of vacation, compensatory time off or time off without pay. The personal leave day, described in Section 10.7, may not be used for these activities:

6.3.1 One (1) Union representative and the grievant to attend formal grievance meetings with the Employer.

6.3.2 The form in which the use of vacation, compensatory time or time off is taken will be at the employee's choice.

6.4 The Employer shall allow the following without loss of pay:

6.4.1 Up to three (3) elected representatives of the Local Union to attend negotiation sessions with the Employer for a maximum of eight (8) hours total for each representative. If the Contract is not complete, the Employer and the Union will meet after work hours or by mutual agreement with no compensation.

6.5 The Employer agrees to allow without charge reasonable use of the Fire Station training room for Union meetings during non-working hours subject to availability as determined by the Fire Chief or other location as approved by the Town Administrator.

6.6 Upon written request the Employer agrees to provide an updated list of employees covered by this Contract.

6.7 The Employer agrees to allow the Union to use employee designated bulletin boards for the purpose of posting notices and other relevant material.

6.8 The Employer agrees to allow designated representative of the Washington State Council of County and City Employees, AFSCME, access to the work areas of Town of Friday Harbor employees during rest and meal periods. The Union agrees that Union business will not be conducted on company time without the express permission of the Personnel Officer.

6.9 Town of Friday Harbor employees who are elected representatives of Local 1849F shall be allowed to use vacation time, compensatory time, or time off without pay at the employees' choice to attend conferences and conventions of the Washington State Council of County and City Employees and/or the American Federation of State County and Municipal Employees or AFL-CIO, provided the Employer is able to adequately staff the employees' duties during their absence.

6.10 The right of employees to have time off without pay pursuant to this Section ~~article~~ is granted on the condition that the employee shall provide reasonable notice to his or her supervisor of his or her intent to take such time off. Reasonable notice shall mean at least twenty-four (24) hours unless circumstances beyond the control of the employee prevent such notice from being given.

6.11 In recognition of the value of cooperative problem solving, there will be a joint labor/management committee, which will meet up to three (3) times a calendar year to discuss matters of mutual concern. Membership will consist of up to three (3) persons appointed by the Union and up to three (3) persons appointed by the Employer.

6.11.1 Each party will advise the other, in writing in advance of the meeting, of the matters it wishes to discuss. Meetings will be held during normal working hours and participants will receive their normal rate of pay for attending the meetings. Preparation for the meetings by Union participants is not compensable and shall be done during non-work hours.

6.11.2 The purpose of the committee will be to meet to discuss matters of mutual concern in an attempt to improve labor/management communication on issues in the workplace and resolve problems that may result in grievances. The committee shall not have the authority to alter the current labor agreement between the parties nor shall the committee function as a part of the grievance procedure unless otherwise mutually agreed between the parties.

7. *UNION SECURITY*

7.1 Any employee who comes under the jurisdiction of the bargaining unit shall, within thirty (30) days of hire into a bargaining unit position, either become and remain a member of the Union for the remaining term of this Contract or elect to pay a fair share service fee to the Union in an amount equivalent to regular Union dues and assessments. In the event said employee does not wish to become a member of the Union because of bona fide religious tenets, he or she shall pay an equivalent amount of money to a non-religious charity approved by the Employer and agreeable to the Union. The parties agree this provision will be interpreted consistent with state and federal law.

7.2 The Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all employees covered by this Contract and transfer that amount to the Treasurer of the Washington State Council of County and City Employees.

7.3 The Employer agrees to deduct and transmit monthly to the Washington State Council of County and City Employees the amount specified from the wages of those employees who voluntarily authorize such contributions on forms provided for that purpose by the Union. Once an employee sets the amount of such deduction, the amount shall not be altered for a period of twelve (12) months. Such transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. The Employer shall not be required to prepare more than one check monthly for transmittal.

7.4 Employees who fail to comply with the agency shop requirement shall be discharged by the Employer within thirty (30) calendar days. The parties agree to review each case of noncompliance prior to the issuance of a discharge notice.

7.5 The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer in its administration of this Section. Failure of an employee to meet his or her obligations under this Section shall warrant termination of employment.

8. *HOURS OF WORK AND OVERTIME*

8.1 The normal, full-time work week shall be as designated in each departmental budget, provided, that in no case shall said work week consist of more than forty (40) hours. Employees are entitled to an unpaid meal break of thirty (30) minutes for each day of work, a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon, and are encouraged to spend these breaks, when possible, in areas separate from those where official business is transacted. Employees are entitled to have such meal break scheduled to begin no less than two (2) hours after the beginning of their shift and no less than two (2) hours before the end of their shift. Rest periods shall be arranged so as not to disrupt Town business. When rest breaks are combined with the unpaid meal break, employees shall not be entitled to additional rest breaks during the work day.

8.2 Overtime shall be defined as authorized "hours worked" in excess of forty (40) hours per week, with the exception that reported hours for holidays and sick leave shall be included in calculating the forty (40) hours per week. Provided, that for unscheduled overtime, "hours worked" shall include other paid leave (in addition to holidays and sick leave) in calculating the forty (40) hours per week. For purposes of this section, unscheduled overtime is work that has not been scheduled prior to the employee's immediate prior paid absence from employment.

8.3 For non-exempt employees all overtime shall be compensated at the rate of one and one half (1 ½) times the employee's basic rate of pay. Compensation for overtime shall take the form of cash or, with the approval of the Department Head, compensatory time off. If compensatory time off is not utilized because of the inability to schedule such time off, then compensation shall take the form of cash payment. Compensatory time off shall be schedule with the approval of the employee's supervisor.

8.4 Non-exempt employees working in classifications requiring before or after-hours response for emergencies shall receive a minimum of two (2) hours pay at the overtime rate when an employee has met the definition of overtime as stated in Section 8.2 above. Provided, however, that the call-in to work occurs at least one (1) hour prior to the employee's normal work schedule or the call-back to work occurs at least one (1) hour after the employee's normal work schedule. For responses during these time periods, an employee shall receive pay at the overtime rate when the response has met the definition of overtime as stated in Section 8.2 above for the hours actually worked. When there is a utility emergency declared by the Mayor or his/her designee, hours worked in excess of the normal work day will be paid at the overtime rate of one and one-half (1 ½) times the regular hourly rate of pay. In the event an employee is called back more than once after completion of a regular work day and the second call back overlaps with the two (2) hour minimum of the first call back, the employee shall receive overtime from the beginning of the first call back to the end of the second. Call back time shall begin at such time as the employee reports to work and end at such time as the employee leaves work.

8.5 Vacation, the personal leave day, and compensatory time are not considered time worked for the purpose of calculating overtime pay except as provided for in Section 8.2 above.

9. TUITION REIMBURSEMENT

9.1 Employees may be reimbursed for tuition costs upon successful completion of education classes if the course of instruction is related to the employee's work, but not part of a certification process as provided for in 9.3 below, and will be beneficial to the Employer and if the Personnel Officer has approved the course in advance upon request by the employee. Reimbursement of tuition costs will be made only if provided for in the departmental budget and if budgeted funds are available.

9.2 Employees who are directed to take courses by management, including courses necessary to acquire continuing education credits to meet the requirements of their position description, and who schedule such continuing education with the approval of the Department Head, which shall not be unreasonably withheld, will be reimbursed for tuition and other expenses.

9.3 Employees shall pay the expenses for any certification required for initial appointment to the position, if the need to obtain the certification was made known to the employee at the time the employee was hired. The Town will pay for continuing education for subsequent required renewals.

10. HOLIDAYS

10.1 The following are recognized as paid holidays for all regular full-time and part-time employees:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

10.2 Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

10.3 Holidays, occurring while on vacation, sick, or other paid leave status, shall not be charged against vacation, sick, or other paid leave. Regular part-time employees who generally work an eight (8) hour shift, but receive pro-rated holiday leave, may use vacation leave or compensatory time to fill in the unpaid hours up to a total of eight (8) hours.

10.4 For flextime employees, holidays are considered eight (8) hour days.

10.5 Non-exempt part-time employees will be paid holiday pay based on their budgeted hours. For example, if budgeted to work twenty (20) hours per week the employee will receive four (4) hours holiday pay.

10.6 Non-exempt regular full-time employees who are required by his or her supervisor to work on a recognized holiday shall be paid eight (8) hours for the holiday at an amount equal to his or her regular rate of pay, plus any hours actually worked on said holiday at an amount equal to his or her regular rate of pay, unless overtime is applicable as defined in Section 8.2. Such assigned work schedule must be pre-authorized by the supervisor. This means that if a full-time employee works ten (10) hours on a holiday and their regular rate of pay is twenty dollars (\$20) per hour, they would receive [10 x \$20] pay, plus their holiday pay at [8 x \$20].

10.7 In addition to the above-mentioned holidays, regular full-time and part-time employees are eligible for one (1) personal leave day per year. An eligible employee must be on the payroll a minimum of one hundred eighty (180) days to receive the personal leave day. The personal leave day must be taken before December 31st in the calendar year in which it is earned and must be taken in one eight (8) hour shift; or as pro-rated for regular part-time employees. If not used within the calendar year, the personal leave day may not be carried over into the next year. Department Head /supervisor approval is needed prior to taking a personal leave day.

11. VACATION LEAVE

11.1 All employees should have time off for rest and relaxation. Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment Beginning - to - End	Monthly Vacation Hours Earned	Equals Days per Year
0-2 years	8 hours per month	12
3 years	8.67 hours per month	13
4 years	9.33 hours per month	14
5-10 years	10 hours per month	15
11-15 years	12 hours per month	18
16-20 years	14 hours per month	21
21 + years	16.67 hours per month	25

11.2 All new employees must satisfactorily complete their trial period to be entitled to the use of vacation leave. New full-time employees who begin their first day of work on or before the 15th of the month will be credited with eight (8) hours of vacation leave at the end of their first month. New full-time employees who begin after the 16th of the month will be credited with four (4) hours of vacation leave at the end of their first month. Thereafter, accruals will be as specified for a full-time regular employee. Regular part-time employees will receive vacation on a pro-rata basis according to hours budgeted. Temporary employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay. Employees accrue, but may not use, vacation leave during their trial periods. Employees who do not successfully complete their trial period forfeit all vacation leave.

11.3 Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests should be submitted to the Department Head/supervisor for prior approval. Leave requests longer than three (3) days should be submitted at least two (2) weeks prior to taking vacation leave. Requests for three (3) days or less should be submitted at least twenty four (24) hours in advance. Sick leave may not be used during vacation leave.

11.4 The maximum number of vacation hours that may be carried over from one calendar year (January – December) to the next year is two hundred forty (240) hours. In cases where Town operations have made it impractical for an employee to use vacation time, the Personnel Officer may give written authorization for additional carryover. Employees will be paid for unused vacation upon termination of employment within accrual limitations. On January 1st of each year all employees should have two hundred forty (240) hours or less of vacation, except as noted above. Employees will forfeit any vacations hours in excess of two hundred forty (240) hours as of January 1st.

11.5 Vacation leave is subject to approval by the Department Head.

11.6 Full-time employees, who work less than a full month's number of regularly scheduled hours due to taking leave without pay, shall have their vacation accrual for that month prorated in an amount equal to the proportion of compensated hours to the total hours in a work month.

12. *SICK LEAVE*

12.1 Sick leave provides eligible employees with a measure of financial protection by allowing time off with pay when a personal illness, accident, disability, or illness of an immediate family member occurs. Sick leave is solely intended as a form of income protection. It is not to be considered as paid time off owed to an employee, except as defined in Section 12.9; nor will unused sick leave be paid at termination.

12.2 All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. New full-time employees who begin their first day of work on or before the fifteenth (15th) of the month will be credited with eight (8) hours of sick leave at the end of their first month. New full-time employees who begin after the sixteenth (16th) of the month will be credited with four (4) hours of sick leave at the end of their first month. Regular part-time employees accrue sick leave benefits on a pro-rata basis according to hours budgeted. Employees accrue but may not use sick leave during their trial periods. Part-time employees are not allowed to use sick leave on days they are not scheduled to work. Employees do not accrue sick leave benefits during a leave without pay.

12.3 Allowable Uses of Sick Leave: Sick leave covers those situations in which an employee is absent from work due to:

12.3.1 Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth); and

12.3.2 The need to care for the employee's immediate family; and

12.3.3 Medical or dental appointments for the employee, children, spouse, or parent; and

12.3.4 Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others; and

12.3.5 Use of a prescription drug, which impairs job performance or safety.

12.4 An employee must notify his or her immediate supervisor at the beginning of any period of sick leave. A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The Town may also request the opinion of a second doctor at the Town's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs their ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the Town.

12.5 In the case where "time off for recovery" is called for, a doctor's report is required. The doctor's report shall be signed by the employee's doctor, returned to the Town, and attached to the employee's monthly time sheet.

12.6 Employees who use all of his or her accumulated sick leave and require more time off work due to illness or injury may, with their supervisor's prior approval, request a leave without pay.

12.7 The maximum accumulated sick leave shall be eight hundred and twenty (820) hours.

12.8 Full-time employees, who work less than a full month's number of regularly scheduled hours due to taking leave without pay, shall have their sick accrual for that month pro-rated in an amount equal to the proportion of compensated hours to the total hours in a work month.

12.9 Upon separation from employment, any unused sick leave shall be forfeited and will not be paid to the employee, except upon retirement as defined by the Washington State Retirement System of the participating retiring employee:

12.9.1 Subject to the following maximums, an employee with ten (10) or more years of service with the Town shall be paid for any unused sick leave upon his or her retirement from Town employment.

The maximums are:

Years of Service	Maximum Credit (in working days)
10 through 14 years	20
15 through 19	30
20 or more	60

13. *BEREAVEMENT LEAVE*

13.1 The Town provides regular, full-time and part-time (on a pro-rated basis) employees with paid leave for up to three (3) days in the event of the death of an immediate family member. An additional two (2) days may be granted by the Personnel Officer in the event the employee must travel over six hundred (600) miles. Verifying information may be required. In order to be granted bereavement leave with pay, an eligible employee must notify and receive approval from his or her Department Head. Department Head approval is required before taking additional leave.

14. *OTHER LEAVES*

14.1 Leave without pay, jury and witness leave, administrative leave, military leave and shared leave shall be governed by Town policy.

15. *TRIAL SERVICE PERIOD*

15.1 The trial service period shall be six (6) months for all employees covered by this Contract. Trial service is an extension of the selection process and the failure of same as determined by the Department Head does not constitute any right of grievance under this Contract. Prior to completion of the initial trial service period, employees may be discharged at the Employer's discretion.

15.2 Promotions shall be subject to a six (6) month trial service period. However, in cases where management acknowledges that the employee has already been satisfactorily performing the duties of such promotional position, the employee will be given trial service credit for the period of time spent performing such duties. In the event a promoted employee's performance is found to be unsatisfactory during the trial service period, the employee will be restored to his or her previous position, provided, the reason for the failure to complete the trial service period is not due to serious disciplinary reasons resulting in termination.

15.3 In lieu of immediate discharge of an employee for unsatisfactory performance, the Employer may extend an employee's trial service for a period not to exceed three (3) months.

16. *GRIEVANCE PROCEDURE*

16.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, with the least possible disruption of work and services.

16.2 For the purpose of this Contract, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Contract. Grievances shall be processed in accordance with the following procedure within the stated time limits.

16.3 Steps in the grievance procedure:

16.3.1 Step 1 - The grievant employee shall present the grievance in writing to his or her immediate supervisor within ten (10) working days of the alleged occurrence, or within ten (10) working days of the date when the employee could reasonably have known of the alleged occurrence. The grievance must state:

- (1) the relevant facts; and
- (2) specific provision(s) of the Contract alleged to be violated; and
- (3) the remedy sought.

Within ten (10) working days of receipt of the grievance, the supervisor shall discuss the grievance with the employee and within ten (10) working days thereafter shall give the employee a written answer to the grievance.

16.3.2 If the Department Head is the employee's immediate supervisor, Step 2 will be omitted.

16.3.3 Step 2. If the grievance is not resolved at Step 1, the employee may present the grievance to the Department Head within ten (10) working days of receipt of the supervisor's answer. A meeting with the Department Head to discuss the grievance shall be held within ten (10) working days thereafter. Within ten (10) working days after the meeting, the Department Head will give the employee and Union a written answer to the grievance.

16.3.4 Step 3. If the grievant is not satisfied with the Department Head's answer, within ten (10) working days of the receipt of the Department Head's answer, the grievant may appeal the grievance to the Mayor or his or her designee. Within ten (10) working days after receiving the grievance, the Mayor or his or her designee shall notify the Union whether the Mayor:

- 1) will conduct the appeal meeting; or
- 2) designate a hearing officer to gather facts and make recommendations to the Mayor regarding the grievance appeal; or
- 3) appoint a designee to conduct the appeal meeting and render a decision.

The Mayor, or designee, will hold a grievance meeting with the employee and the Union within ten (10) working days thereafter. The written answer of the Mayor, or his or her designee, shall be given to the employee and to the Union within ten (10) working days of the termination of the appeal meeting.

16.3.5 Step 4. If the grievance remains unresolved and the Union wishes to pursue it, the grievance as set forth in writing in Step 1, may first be submitted to mediation by written agreement of the parties or shall be submitted directly to arbitration in accordance with the following procedures. The referral to arbitration can only be made by the parties to this agreement and must be in writing and presented to the other party within fifteen (15) working days of receipt of the written answer referred to in Step 3.

16.3.5.1 In the event the grievance is referred to arbitration, the parties shall attempt to designate a single arbitrator. In the event an arbitrator is not agreed upon within ten (10) working days, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators. The arbitrator shall be chosen

from the list by alternate striking of arbitrator names. When each party has stricken four (4) names, the remaining arbitrator shall be the appointed arbitrator. The order of striking names from the list shall be determined by the flip of a coin.

16.3.5.2 The arbitrator shall investigate the grievance, hear testimony from both sides and render a decision.

16.3.5.3 All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or their designated representatives; however, if the grievant does not designate the Union as his or her representative, the Union reserves the right to appoint a representative to attend for the sole purpose of discharging its duty to represent the bargaining unit. The arbitrator shall render a decision within thirty (30) calendar days from the date of the conclusion of the formal hearing. The power of the arbitrator shall be limited to interpreting this Contract and determining if the disputed Section or portion thereof has been violated. The arbitrator shall have no authority to add to, alter, modify, vacate or amend any terms of this Contract or to substitute his/her or their judgment on a matter or condition for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on the parties.

16.3.5.4 No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Contract, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Contract. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty (30) calendar days prior to the date when such grievance shall have first been presented.

16.3.5.5 Expenses for the arbitrator's services and the proceedings shall be paid by the losing party as determined by the arbitrator. However, each party shall be completely responsible for all cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

16.3.5.6 It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes the sole remedy of the appealing employee, the Union, and all persons it represents to contest the appealed subject matter in any forum.

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

16.4 Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Upon

failure by the Employer to submit a reply within the specified time limits, the employee may advance the grievance to the next step. For the purposes of this Section, "working days" shall mean Monday through Friday, but not counting designated holidays.

16.5 All grievance monetary settlements made prior to referral to the arbitrator must be approved by the Town Council before they become effective.

17. *DISCIPLINE AND TERMINATION*

17.1 The Employer retains the right to discipline, suspend or discharge employees for cause, subject to the employee's rights as set forth in the grievance procedure in this Contract.

18. *RETIREMENT*

18.1 The Town makes contributions on behalf of all eligible employees to the Social Security System, in addition to those contributions made by the employee through FICA payroll deductions.

18.2 All regular full-time and eligible part-time employees are covered under the Public Employees Retirement System (PERS) or Law Enforcement Officers and Fire Fighters Retirement System (LEOFF). The State of Washington determines eligibility, benefit levels and contribution rates.

18.3 Employees eligible to retire under the eligibility requirements of their retirement system and intending to retire should notify the Personnel Officer of their intent to retire at least three (3) months prior to the date of retirement.

19. *MEDICAL AND DENTAL INSURANCE BENEFITS*

19.1 Regular full-time employees and their dependents are eligible to participate in the Town's insurance programs on the first day of the month following the completion of their six (6) month trial period. In the event an employee's trial period is extended, insurance coverage will be delayed until the successful completion of the extended trial period. Part-time employees are eligible to participate as individuals; whereas, their dependents are eligible to participate at the part-time employees' expense through payroll deduction in the Town's insurance programs under the same trial period conditions outlined above.

19.2 The Employer shall pay one hundred percent (100%) of the medical insurance premium for all regular full-time employees including their qualified dependents and regular part-time employees only, based on the 2003 rates. Any increase in the Town's medical insurance premiums for regular full-time employees and their qualified dependents above the 2003 rates shall be shared equally between the employee and Employer. Any increase in rates in the Town's medical insurance premiums for regular part-time employees above the 2003 rates shall be shared equally between the employee and Employer.

19.3 The Employer shall pay one hundred percent (100%) of the dental insurance premiums for all regular full-time and regular part-time employees only based on the 2003 rates. Any increase in the Town's dental insurance premiums for regular full-time and part-

time employees only above the 2003 rates shall be shared equally between the employee and employer.

20. WAGES

20.1 Each bargaining unit position shall be assigned to a pay range. Positions and pay ranges, effective January 1, 2009, are attached as APPENDIX A and shall apply to employees employed as of the date of signing this Contract.

20.2 The Employer shall provide each employee with an annual performance evaluation within thirty (30) days of the employee’s anniversary date of hire. Merit increases, if awarded, will be at the Town’s sole discretion.

20.3 It is hereby recognized that longevity of employee service is advantageous to the Employer. Part-time employment shall be computed and when two thousand eighty (2,080) hours have been accumulated it shall constitute one year of service. Therefore, upon completion of the following continuous years of service the employees covered by this contract shall be compensated accordingly:

5 Years	10 Years	15 Years	20 Years	25 Years
\$25 per month	\$50 per month	\$75 per month	\$100 per month	\$125 per month

21. IRS SECTION 125 PLAN

21.1 The Employer agrees to maintain for the duration of this Contract an Internal Revenue Service (IRS) Section 125 plan.

22. REDUCTION IN FORCE

22.1 Layoff. A layoff occurs when the elimination of work, reorganization, lack of funds, or other legitimate reason requires a reduction in the number of positions.

22.2 Layoff Unit. The layoff unit shall consist of all positions in the affected job classification within a department and within the bargaining unit.

22.3 Order of layoff. Temporary/seasonal and trial service employees within the layoff unit shall be laid off first. Order of layoff among regular employees in the layoff unit shall be determined based on seniority.

22.4 Bumping Rights. An employee subject to layoff shall have the following rights:

22.4.1 An employee may opt to bump a less senior employee in a previously held position in the Town unit provided he or she has demonstrated the ability to perform and meets the job qualifications of the position.

22.4.2 An employee who, at the time of hire in the bargaining unit, was assigned to a position of limited duration of not more than two (2) years, and who is subject to layoff as a result of the elimination of such position, shall not have any bumping rights under this Section.

22.4.3 No employee can exercise bumping rights that would result in assignment to a salary range higher than that held at the time of layoff.

22.5 Seniority. Seniority, for the purposes of consideration in layoff and bumping situations, is the period of unbroken service in the affected job classification and all other classifications previously held within the bargaining unit. An authorized leave of absence without pay does not constitute a break in service.

22.6 Transfer in Lieu of Layoff. A regular employee who is scheduled for layoff may be offered, in lieu of layoff, a voluntary reduction in classification to a lower level job classification in the employee's occupational group, provided he or she meets the minimum qualifications, can attain proficiency in the position through a short orientation or familiarization period and has greater seniority than the occupant (if any) of the position in the lower class.

22.6.1 Such reductions in classification shall be only within the same occupational groups. Occupational groups shall be defined and established in Appendix A to this Contract.

22.7 Notice of Layoff. A notice of layoff, signed by the Department Head, shall be given to affected employees at least thirty (30) calendar days prior to the effective date. A copy of each layoff notice shall be provided to the Personnel Officer.

22.8 Layoff Register. The names of regular employees who have been laid off (including those who have accepted a reduction in classification) shall be placed on a layoff register for classifications from which the employees were separated.

22.8.1 An employee's name shall remain on the register for two (2) years from the date of layoff. An employee's name may be removed for any of the following reasons:

22.8.2 Reappointment of the employee to his or her former classification; or

22.8.3 Notification from employee that he or she has no further interest in returning to Town employment; or

22.8.4 Inability to contact the employee by mail at the employee's last address reflected in the employee's official personnel file; or

22.8.5 Rejection by the employee of an offer of employment in the same job classification.

22.9 Recall From Layoff. The first consideration to fill vacancies shall be given to qualified employees on the layoff register who held regular employee status in the classification in which vacancies exist. Employees recalled from layoff shall have their pre-layoff seniority and step anniversary dates reinstated but adjusted for the time on layoff.

22.10 Temporary Layoffs and Reduction of Hours. Temporary layoffs are layoffs which are scheduled to be one (1) month or less. Section 21.5 and 21.6 shall not be applicable to temporary layoffs. Temporary reductions of hours shall not continue for more than one (1) month without discussion with the Union. During temporary layoffs and reduction of hours, the Employer will continue to pay the Employer's share of the employee's medical insurance.

23. SAFETY

23.1 It is the intent of the parties to maintain safe and healthful working conditions and to encourage employees to work in a safe manner.

23.2 No employee shall be directed to work in a manner or condition that does not comply with generally accepted safety practices or standards established by the State of Washington, Department of Labor and Industries. A safety committee shall be established and maintained in compliance with WISHA requirements.

24. USE OF VEHICLES FOR TOWN BUSINESS

24.1 Town-owned vehicles will be made available for use by employees assigned to official business that requires the use of vehicles.

25. NO STRIKE, NO WORK INTERRUPTION, NO LOCKOUT

25.1 The Employer is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Contract is imposed upon both the Employer and its employees. No lockout of employees shall be instituted by the Employer during the term of this Contract. No strike or other work interruption shall be caused or sanctioned by the Union during the term of this Contract.

26. BINDING ON SUCCESSORS

26.1 This Contract shall be binding upon the successors and assigns of the parties hereto.

27. ENTIRE AGREEMENT

27.1 The parties agree that this document represents the complete and entire agreement on all bargainable issues.

27.2 Any and all agreements, written and oral, previously entered into between individual employees and Town officials are mutually canceled and superceded by this Contract. Past practices or customary ways of doing things before the effective date of this Contract shall not be considered binding on the parties.

28. PERSONNEL GUIDELINES

28.1 The Town’s Personnel Guidelines in all subject areas not covered by this Contract shall apply to members of this bargaining unit. However, in the event of a conflict between a provision of this Contract and any guideline, regulation, ordinance, or rule of the Town, the provision of this Contract shall control.

28.2 Except as bargaining is otherwise waived in Section 4, Management Rights, any changes in Personnel Guidelines in subject areas not covered by this Contract and which materially affect mandatory subjects of bargaining may be subject to bargaining, as may be required by RCW 41.56.

28.3 With respect to such changes, the Union will be given thirty (30) days advance notice and opportunity to request bargaining prior to adoption by the Town. In the event the Union elects not to request to bargain, the Town may implement the change.

29. SAVINGS CLAUSE

29.1 Should any provision of this Contract be found in violation of any federal, state or local law, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract. The Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

30. DURATION

30.1 This Contract shall be effective when the Contract is ratified and signed. This Contract shall be binding upon the Employer, the Union, and the members of the Bargaining Unit, and shall remain in full force and effect January 1, 2009 through December 31, 2011. The parties agree that no later than ninety (90) days prior to the expiration of this Contract, negotiations shall commence for a successor Contract.

Signed this _____ day of _____, 2008.

For the Town of Friday Harbor

For the Washington State Council of County & City Employees, AFSCME, AFL-CIO Local 1849F

David F. Jones, Mayor

Vinnie O’Conner, Staff Representative

Attest:

Steven Dubail, Negotiating Committee

Amy Taylor, Town Clerk

Mike Goff, Negotiating Committee

William Crosby, Negotiating Committee

APPENDIX A.
CLASSIFICATIONS, PAY RANGES AND OCCUPATIONAL GROUPS

The following wage schedule is a function of adjusting the 2008 wage schedule by 100% of the increase of the Seattle-Tacoma-Bremerton Consumer Price Index for all Urban Consumers (Seattle CPI-U) as reported by the US Department of Labor, Bureau of Labor Statistics for the first half of 2008 (4.6%) effective January 1, 2009.

Effective January 1, 2010, the wage schedule for 2009 will be adjusted and increased by an amount equal to 100% of the increase as reported by the Seattle CPI-U for the first half of 2009, with a minimum of 2.5% and maximum of 4.5%.

Effective January 1, 2011, the wage schedule for 2010 will be adjusted and increased by an amount equal to 100% of the increase as reported by the Seattle CPI-U for the first half of 2009, with a minimum of 2.5% and maximum of 4.5%.

APPENDIX A - CLASSIFICATIONS, PAY RANGES, AND OCCUPATIONAL GROUPS

SECTION 1. Pay for the following non-exempt positions shall be determined on the basis of the rates indicated:											
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
a. Clerk I	33,109 2759.08 \$15.92	34,852 2904.29 \$16.76	36,686 3057.15 \$17.64	38,617 3218.05 \$18.57	40,649 3387.43 \$19.54	41,665 3472.11 \$20.03	42,707 3558.91 \$20.53	43,775 3647.89 \$21.05	44,869 3739.08 \$21.57	45,991 3832.56 \$22.11	Annual Monthly Hourly
b. Clerk II	34,442 2870.21 \$16.56	36,255 3021.27 \$17.43	38,163 3180.28 \$18.35	40,172 3347.67 \$19.31	42,286 3523.86 \$20.33	43,343 3611.96 \$20.84	44,427 3702.26 \$21.36	45,538 3794.81 \$21.89	46,676 3889.68 \$22.44	47,843 3986.92 \$23.00	Annual Monthly Hourly
c. Assistant Finance Officer	42,991 3582.62 \$20.67	45,254 3771.18 \$21.76	47,636 3969.66 \$22.90	50,143 4178.59 \$24.11	52,782 4398.52 \$25.38	54,102 4508.48 \$26.01	55,454 4621.19 \$26.66	56,841 4736.72 \$27.33	58,262 4855.14 \$28.01	59,718 4976.52 \$28.71	Annual Monthly Hourly
d. Historic Preservation Coordinator	38,380 3198.34 \$18.45	40,400 3366.68 \$19.42	42,526 3543.87 \$20.45	44,765 3730.39 \$21.52	47,121 3926.73 \$22.65	48,299 4024.90 \$23.22	49,506 4125.52 \$23.80	50,744 4228.66 \$24.40	52,012 4334.37 \$25.01	53,313 4442.73 \$25.63	Annual Monthly Hourly
e. Building/Utility Inspector Certified	44,951 3745.95 \$21.61	47,317 3943.11 \$22.75	49,808 4150.64 \$23.95	52,429 4369.09 \$25.21	55,189 4599.04 \$26.53	56,568 4714.02 \$27.20	57,982 4831.87 \$27.88	59,432 4952.67 \$28.57	60,918 5076.48 \$29.29	62,441 5203.40 \$30.02	Annual Monthly Hourly
f. Zoning Coordinator	42,635 3552.93 \$20.50	44,879 3739.93 \$21.58	47,241 3936.77 \$22.71	49,728 4143.97 \$23.91	52,345 4362.07 \$25.17	53,653 4471.12 \$25.79	54,995 4582.90 \$26.44	56,370 4697.47 \$27.10	57,779 4814.91 \$27.78	59,223 4935.28 \$28.47	Annual Monthly Hourly
g. System Administrator	48,984 4081.96 \$23.55	51,562 4296.80 \$24.79	54,275 4522.95 \$26.09	57,132 4761.00 \$27.47	60,139 5011.58 \$28.91	61,642 5136.87 \$29.64	63,183 5265.29 \$30.38	64,763 5396.92 \$31.14	66,382 5531.84 \$31.91	68,042 5670.14 \$32.71	Annual Monthly Hourly
h. Utility Worker I	34,666 2888.83 \$16.67	36,491 3040.88 \$17.54	38,411 3200.92 \$18.47	40,433 3369.39 \$19.44	42,561 3546.73 \$20.46	43,625 3635.40 \$20.97	44,715 3726.28 \$21.50	45,833 3819.44 \$22.04	46,979 3914.92 \$22.59	48,154 4012.80 \$23.15	Annual Monthly Hourly
i. Utility Worker II Certified in Area	36,734 3061.16 \$17.66	38,667 3222.27 \$18.59	40,702 3391.86 \$19.57	42,845 3570.38 \$20.60	45,100 3758.30 \$21.68	46,227 3852.26 \$22.22	47,383 3948.56 \$22.78	48,567 4047.28 \$23.35	49,781 4148.46 \$23.93	51,026 4252.17 \$24.53	Annual Monthly Hourly
j. Utility Worker III	38,380 3198.34 \$18.45	40,400 3366.68 \$19.42	42,526 3543.87 \$20.45	44,765 3730.39 \$21.52	47,121 3926.73 \$22.65	48,299 4024.90 \$23.22	49,506 4125.52 \$23.80	50,744 4228.66 \$24.40	52,012 4334.37 \$25.01	53,313 4442.73 \$25.63	Annual Monthly Hourly
k. Laboratory Technician	40,887 3407.22 \$19.66	43,039 3586.54 \$20.69	45,304 3775.31 \$21.78	47,688 3974.01 \$22.93	50,198 4183.17 \$24.13	51,453 4287.75 \$24.74	52,739 4394.94 \$25.36	54,058 4504.81 \$25.99	55,409 4617.43 \$26.64	56,794 4732.87 \$27.31	Annual Monthly Hourly
l. Maintenance Leadman	40,966 3413.87 \$19.70	43,123 3593.55 \$20.73	45,392 3782.68 \$21.82	47,781 3981.77 \$22.97	50,296 4191.33 \$24.18	51,553 4296.12 \$24.79	52,842 4403.52 \$25.40	54,163 4513.61 \$26.04	55,517 4626.45 \$26.69	56,905 4742.11 \$27.36	Annual Monthly Hourly
m. Maintenance Leadman Certified in Area	45,592 3799.37 \$21.92	47,992 3999.34 \$23.07	50,518 4209.83 \$24.29	53,177 4431.40 \$25.57	55,976 4664.63 \$26.91	57,375 4781.24 \$27.58	58,809 4900.78 \$28.27	60,280 5023.29 \$28.98	61,787 5148.88 \$29.71	63,331 5277.60 \$30.45	Annual Monthly Hourly

SECTION 2.

a. Annual Salary is based on a maximum of 2080 hours per year.

b. Step 5 is considered the base from which this step system has been developed.

APPENDIX B.
LIST OF MEDICAL PLAN DOCUMENTS

Documents defining medical benefits will be made available to each member as follows:

1. Association of Washington Cities – HealthFirst Plan.
2. Association of Washington Cities/Washington Dental Service Plan E
3. Association of Washington Cities/Vision Service Plan - \$25 Deductible

Nothing herein shall prohibit the parties from mutually agreeing to replace any of the above plans with an alternative plan(s).

APPENDIX C.
CLOTHING ALLOWANCE CLASSIFICATION

On or about January 1st of each year, the Town shall provide \$200.00 to each full-time employee and \$100.00 to each part-time employee in the following classifications toward the purchase of work related clothing and protective footwear. Seasonal employees are not eligible for a clothing allowance.

Approved Classifications:
Building Inspector
Utility Worker I
Certified Utility Worker II
Utility Worker III
Maintenance Leadman
Certified Maintenance Leadman
Parking Enforcement Officers