

CONTRACT

BETWEEN

TOWN OF FRIDAY HARBOR

AND

LOCAL 1909

**GUILD OF
PACIFIC NORTHWEST EMPLOYEES**

January 1, 2023 through December 31, 2024

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CONTRACT

PREAMBLE

This Contract is made by and between the Town of Friday Harbor, hereinafter known as the Town or Employer, and the Guild of Pacific Northwest Employees, Local 1909, hereinafter known as the Union.

1. PURPOSE

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

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, Department Heads, 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 workloads, or emergencies. Temporary/seasonal shall be excluded from any and all provisions of this Contract.

3.4 Department Head. An employee in a union exempt supervisory position who is the head of his or her department and is responsible for the management and supervision of the department.

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 Guild Staff Representative; and notice to the Town shall consist of written communication delivered to both the Mayor and Personnel Officer of the Town.

3.7 Lead Person. The represented employee designated to oversee the day-to-day activities for his or her division(s), as described in the employee's job description.

3.8 Immediate Family. Immediate family includes the employee's spouse, child, foster child, parent, parent-in-law, sibling, grandparent, grandchild, domestic partner, or other relative who lives in the employee's home. For purposes of sick leave, "child" includes biological, adopted, foster, step, legal guardian, in loco parentis, and de facto children of employee and employee's spouse or registered domestic partner, and biological, adoptive, de facto or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

4. *MANAGEMENT'S RIGHTS CLAUSE*

4.1 Any and all rights concerning 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 Direct and supervise all operations, functions and policies of the Town in which the employees in the bargaining unit are employed; and

4.2.2 Lay off employees and implement its decision with regards thereto; and

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

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

4.2.5 Assign and require overtime; and

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

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

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

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

4.2.10 Determine and control the Town's budget; and

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

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

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

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

4.2.16 Perform all other functions not otherwise expressly limited by this Contract.

4.3 The Union waives the right to bargain regarding the exercise of management rights. 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, 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 chapter 42.23, 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 three (3) years upon request of the employee,

provided there has been no further occurrence or related occurrence within the previous eighteen (18) months of 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 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 representative, officer, or member of the Union will conduct Union business on Town premises during working hours, except as otherwise expressly set forth below, unless such business is initiated or agreed to by the Town Administrator. Rest periods and lunch periods are specifically exempted from working hours for the purpose of this section.

6.2 Shop Steward(s). An employee designated by the Union as a shop steward may, while performing his or her duties for the Town and during the employee's working hours, conduct Union business at reasonable times and in reasonable places so long as such business does not disrupt the employee's work, Town business, or regular Town working conditions. Shop stewards shall use the Town's grievance, personnel, and other applicable policies and procedures to notify the Town of a Union issue and assist employees with resolving Union-related disputes.

6.3 Collective Bargaining. Collective bargaining between the Employer and the Union shall be carried out by the Mayor or his/her designee and by the Guild Representative and the Local 1909 Executive Board or its designees. Up to three (3) elected representatives of the Union may attend negotiation sessions with the Employer for a maximum of ten (10) hours total for each representative. If the maximum of ten (10) hours is exceeded, the employee may use his or her leave time as set forth in Section 6.4.

6.4 Use of Union Time. The Employer shall allow employees to conduct the following Union activities by using the employee's vacation, compensatory time off, or leave without pay, at the employee's discretion:

6.4.1 Grievance meetings. One (1) shop steward and/or Union representative and the grievant to attend formal grievance meetings with the Employer, unless otherwise agreed to in writing with the Town Administrator.

6.4.2 Collective bargaining. For each of the three (3) Union representatives participating in collective bargaining under Section 6.3, time used for collective bargaining beyond the paid ten (10) hours set forth in Section 6.3.

The option of employees to take leave pursuant to this section is granted on the condition that the employee provides reasonable notice to his or her Department Head 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.

6.5 The Employer agrees to allow reasonable use of Town meeting facilities without charge for Union meetings during non-working hours subject to availability as determined 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 a designated representative of the Guild of Pacific Northwest Employees access to the work areas of Town employees during rest and meal periods and as otherwise agreed to by the Town Administrator.

6.9 Labor Management Committee. In recognition of the value of cooperative problem solving, there will be a joint labor/management committee which will meet at least three (3) times a calendar year or as agreed upon by the parties 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. Failure to meet at least three (3) times a calendar year will not be grounds for an employee grievance.

6.9.1 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.

6.9.2 The purpose of the committee will be to meet to discuss matters of mutual concern to improve labor/management communication on issues in the workplace and resolve problems that may result in grievances. The Employer and Union may agree in writing through memorandum of understanding to correct scrivener's errors in the Contract, provide clarifications or interpretations of terms in the Contract that do not amend the Contract, or address other matters regarding the Union's or the Employer's practices that do not amend the Contract. The committee shall not have the authority to amend the Contract, nor shall the committee function as a part of the grievance procedure.

6.10 New-Hire Orientation. The Employer will notify the Union of newly hired bargaining unit employees. The Union shall be afforded thirty (30) minutes during each newly-hired employee's regular working hours for purposes of presenting information about the bargaining unit and Union representation ("orientation"). During orientation, the Union agrees to furnish newly-hired employees with a copy of this Agreement. One (1) employee acting in the capacity of a Union representative (e.g., shop steward) will be provided paid time to conduct the orientation. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days of hire. Attendance at orientation is not a mandatory condition of employment.

7. UNION SECURITY

7.1 Union Membership. Employees hired into the bargaining unit have a voluntary right to join the Union. The Employer agrees to remain neutral regarding Union membership. Employees with questions about Union membership will be referred to a Union representative and provided with a copy of this Agreement.

7.2 Deduction of Union Dues/Fees. Upon receipt of voluntary written authorization of an employee, the Employer shall deduct all dues/fees as certified by the Union once each month and transfer that amount to the Union, including a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee. Written authorizations are effective regardless of whether they are executed in writing or electronically. Employees requesting to stop dues/fees deductions shall first provide written notification to both the Employer and the Union, with the Employer stopping deductions following written confirmation from the Union that the employee's authorization has been properly terminated in compliance with the terms of the voluntary written authorization executed by the employee.

7.3 Indemnification. The Union shall indemnify, defend, and hold the Employer harmless from any and all claims or liabilities asserted against the Employer by reasons of actions or inactions taken by the Employer pursuant to this Article. This shall include reimbursement of the Employer by the Union for any and all legal expenses and attorney fees incurred by the Employer in connection with any claim or liability asserted against it.

7.4 The Union agrees to provide the Town with signed Union authorization forms for any employees in the bargaining unit. The Union shall have forty-five (45) days from the date the Town ratifies this Collective Bargaining Agreement to furnish the signed authorization forms to the Town. After forty-five (45) days, if the forms are not provided the Town will stop deducting monthly dues for those employees without such forms on file.

8. HOURS OF WORK AND OVERTIME

8.1 Workweek; Work Schedule. The regular workweek shall include seven (7) days from 12:01 a.m. Sunday through Saturday midnight. An employee's regular full-time workweek schedule shall be forty (40) hours per week and shall consist of five (5) consecutive days per workweek, except where the employee's work requires an alternate schedule as approved by the Town Administrator. The Employer will give the employee at least seventy-two (72) hours' notice prior to any change by the Employer of the employee's regular forty (40) hour workweek schedule, except as agreed upon by the employee and his or her supervisor or in the case of emergencies, in which case the notice period may be shorter.

8.2 Meal and Rest Breaks. Employees are entitled to an unpaid meal break of thirty (30) minutes after each five (5) consecutive hours of work, a paid fifteen (15) minute rest break in the morning no later than the third hour of work, and a paid fifteen (15) minute rest break in the afternoon no later than three (3) hours after the meal break. To comply with applicable laws, rest breaks shall not be combined with the meal break. Employees are entitled to have their meal break scheduled to begin no less than three (3) hours after the beginning of their shift and no less than three (3) hours before the end of their shift. Rest breaks shall be arranged so as not to disrupt Town business and may be taken intermittently when working conditions allow at the

discretion of the employee's Lead Person or Department Head. Employees are encouraged to spend these breaks, when possible, in areas separate from those where official business is transacted.

8.3 Overtime.

8.3.1 Overtime shall be defined as authorized hours worked in excess of forty (40) hours per week, or eleven (11) hours in any day, with the exception that reported hours for holidays and sick leave shall be included in calculating the forty (40) hours per week.

8.3.2 Overtime shall be compensated at the rate of one and one half (1½) times the employee's regular hourly rate of pay ("overtime rate"). Compensation for overtime shall take the form of cash or compensatory time off. If compensatory time off is not utilized by the end of the calendar year for work performed on a Public Works contract of the Town, because of the inability to schedule such time off, then compensation shall take the form of cash payment. Compensatory time off shall be scheduled with the approval of the employee's Department Head.

8.4 Call Back Overtime Pay. Call back pay is irregular or occasional overtime work performed by an employee on a day when no work is scheduled or at a time when the employee is off duty, including on holiday or authorized vacation leave, and the Employer requires the employee to return to work more than one (1) hour before or after the employee's regular work day. The employee will be paid a minimum of two (2) hours at the employee's overtime rate for the call back. Call back pay does not include standby call-out time.

8.5 Standby Duty Provisions. In order to provide coverage for unplanned incidents occurring outside normal working hours the parties agree to the following provisions. Nothing in Section 8.5 alters the Employer's right to call employees to respond to emergency situations or modify other rights expressed in Section 4.

8.5.1 Voluntary Standby List. No more than six (6) volunteer employees shall be included on a list of available employees to receive the first calls for off-hours duty. Standby employees are committed to respond to calls promptly and report within thirty (30) minutes. Any substitute or required assistant employees not on the standby list that are required to respond to an incident, specifically due to volunteer unavailability, shall be paid a minimum of two (2) hours at the employee's overtime rate.

8.5.2 Qualifications. The Union and Town shall jointly develop the minimum qualifications necessary to be considered for participation on the standby list. All eligible employees shall have reasonable access to training and education to be qualified for the standby list;

8.5.3 Compensation. Standby employees who are called out to duty shall be paid a minimum of four (4) hours at the employee's overtime rate of pay.

8.5.4 Calls. Calls received that do not require a physical response will be logged and compensated at the employee's overtime rate of pay in no less than fifteen (15) minute increments.

8.5.5 Standby Period. The standby list commitment term shall be seven (7) consecutive days.

8.5.6 Absences. Employees on the standby list may be excused from duty for reasons described in the Leave of Absences provision or for other reasons approved by the Supervisor.

8.5.7 Failure to Respond. A standby employee who fails to respond may lose their right to volunteer. Failure to respond while on the voluntary standby list may subject the employee to progressive discipline.

8.5.8 SCADA Calls. Employees who receive and respond to SCADA calls from a non-worksites location outside of their normal working hours shall be compensated at the employee's overtime rate of pay in no less than fifteen (15) minute increments. Time shall be logged and reported to the Employee's supervisor for approval within seventy-two (72) hours of the SCADA alarm response. Employees who can respond from non-worksites locations outside of their normal working hours are expected to attempt to do so before responding to a worksite in person. Employees who are unable to respond to a SCADA call from their non-worksites location shall report the failure to their Department Head.

8.6 Compensatory Time. An employee may request compensatory time off in lieu of overtime worked by the employee, subject to scheduling and the Department Head's approval. Compensatory time off may be accrued for each hour of overtime worked by the employee up to a maximum of forty (40) hours. An employee must use his or her compensatory time by the end of twelve (12) calendar months from the first day after the compensatory time was earned. After the twelve-month period ends the Employer will pay the employee for any unused compensatory time off at the overtime rate in effect when the compensatory time was earned, in the employee's next regularly scheduled paycheck.

9. TUITION REIMBURSEMENT

9.1 Employees will 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 Section 9.3 below, it will benefit the Employer, and the Town Administrator has approved the course in advance upon request by the employee.

9.2 Employees who are directed by the Town Administrator or his or her designee to take courses, including those necessary to acquire continuing education credits to meet the requirements of the employee's position, and who schedule such continuing education with the approval of the Department Head will be reimbursed for tuition and other related 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 unless otherwise agreed upon in writing with the Town Administrator and the Union. The Town will pay for continuing education for subsequent required renewals.

10. HOLIDAYS

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

Holiday	Date
New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans 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 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 Full-time employees who are scheduled by their Department Head to work on a recognized holiday shall be paid eight (8) hours for the holiday at an amount equal to their regular rate of pay, plus any hours actually worked on said holiday, at an amount equal to their regular rate of pay unless overtime is applicable as defined in Section 8.3.1. Such assigned work schedule must be pre-authorized by the Department Head. This means that if a full-time employee works ten (10) hours on a holiday and their regular rate of pay is twenty (20) dollars per hour, they will receive work pay at $[10 \times \$20]$, plus their holiday pay at $[8 \times \$20]$.

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 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. Vacation leave must be used up prior to an employee receiving authorized leave without pay, except as otherwise authorized by the Town Administrator. Vacation leave is subject to approval by the Department Head.

11.2 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

11.3 All new employees must satisfactorily complete their trial period to be entitled to the use of vacation leave, unless otherwise authorized in writing by the Town Administrator, which authorization shall not be construed as a course of conduct or past practice by the Town. 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 vacation leave at the end of their first month. New full-time employees who begin on or after the sixteenth (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 employee. Part-time employees will accrue vacation on a pro-rata basis according to hours budgeted. Temporary employees are not eligible for 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.

11.4 Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests should be submitted to the Department Head 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.

11.5 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. On January 1st of each year all employees should have two hundred forty (240) hours or less of vacation. Employees will forfeit any vacation hours in excess of two hundred forty (240) hours as of January 1st unless otherwise approved in writing by the Town Administrator together with a plan for the employee's use of the excess vacation hours. Employees will be paid for unused vacation upon termination of employment within accrual limitations.

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 pro-rated in an amount equal to the proportion of compensated hours to the total hours in a work month.

11.7 Any employee with more than ten (10) years longevity who voluntarily separates and is re-hired within five (5) years of separation may retain their longevity accrued up to the date of separation for the sole purpose of vacation accrual and longevity pay.

12. SICKLEAVE

12.1 Sick leave provides eligible employees with a measure of financial protection by allowing time off with pay when an employee is unable to work due to illness, injury, or health condition or the need to seek medical diagnosis or preventative medical care for themselves or an immediate family member. Sick leave is solely intended as a form of income protection. It is not to be considered paid time off owed to an employee, except as defined in Section 12.9.

12.2 Full-time regular and trial service 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 on or after the sixteenth (16th) of the month will be credited with four (4) hours of sick leave at the end of their first month. Part-time employees accrue sick leave benefits on a pro-rata basis according to hours budgeted. Employees accrue but may not use sick leave until completion of their initial ninety (90) calendar days of employment, unless otherwise approved by the Town Administrator. 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 any of the following:

12.3.1 The employee's need for preventative medical, dental, or vision care or for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition including disability due to pregnancy or childbirth;

12.3.2 The employee's need to care for an immediate family member who needs preventative medical, dental, or vision care or needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;

12.3.3 The closure of an employee's place of business or child's school or place of care by a public official for health reasons;

12.3.4 Leave that qualifies under the state's Domestic Violence Leave Act;

12.3.5 The employee's potential to jeopardize the health of others by exposing them to a contagious disease;

12.3.6 The employees use of a prescription drug which impairs job performance or safety.

12.4 An employee must notify his or her Department Head 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 their accumulated sick leave and require more time off due to illness or injury may, with their Department Head's prior approval, request a leave without pay.

12.7 The maximum annual sick leave carryover 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, unused sick leave shall be forfeited and will not be paid to the employee unless that employee has ten (10) or more years of service with the Town, in which case the employee shall be paid for twenty-five percent (25%) of any unused accrued sick leave up to eight hundred and twenty hours (820) hours upon his or her date of termination in good standing from Town employment. An employee will not be entitled to a sick leave payout under this section if he or she is not in good standing upon termination or resignation (i.e., termination for cause or resignation in lieu of termination).

Certain employees previously opted into an alternative sick leave payout program and such agreements are contained in their respective personnel files. A list of those opting for alternate treatment is attached hereto as Addendum 1.

13. BEREAVEMENT LEAVE

The Town provides regular full-time and part-time (on a pro-rated basis) employees with paid leave of 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 Town Administrator in the event the employee must travel over five hundred (500) miles. Verification 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

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

15. TRIAL SERVICE PERIOD

15.1 The trial service period shall be nine (9) months for all employees covered by this Contract. For purposes of computing nine (9) months, generally the day of hire shall be used, and the nine month period ends on that day nine months later, without regard to the number of days in a month. For example, if an employee is hired on May 3, then nine months ends on February 3. The only exceptions are: for an employee hired on May 29, 30, or 31, nine months ends on February 28; for an employee hired on July 31, nine months ends on April 30; for an employee hired on December 31, nine months ends on September 30. Trial service is an extension of the selection process and the failure of same as determined by the Supervisor or Department Head does not constitute any right of grievance under this Contract. Prior to 4:30 p.m. on the last workday before completion of the initial trial service period, employees may be discharged at the Employer's discretion. Notice of discharge may be given in person, by email, or by phone, including voice mail.

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. Notice of extension shall be given to the employee prior to 4:30 p.m. on the last workday before completion of the initial trial service period and may be given in person, by email, or by phone, including voice mail.

15.4 Pay Upon Promotion. An employee promoted to a higher job classification shall be placed on the step representing the next highest rate of pay from their former position effective the date of promotion. The promoted employee's annual anniversary date shall not change, and the employee shall be eligible to continue to advance on the wage scale upon their next anniversary date.

15.5 Pay Upon Demotion. An employee who is demoted, voluntarily or involuntarily, after a trial service period shall be placed on the step representing the next lower or equal rate of pay from their former position effective the date of demotion. The demoted employee's annual anniversary date shall not change, and the employee shall be eligible to continue to advance on the wage scale upon their next anniversary date.

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 the Town Administrator 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 Town Administrator 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 Step 2. If the grievance is not resolved at Step 1, within ten (10) working days of the receipt of the Town Administrator'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 designee shall be given to the employee and to the Union within ten (10) working days of the termination of the appeal meeting.

16.3.3 Step 3. 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 2.

16.4 Arbitration.

16.4.1 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.

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

16.4.3 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.

16.4.4 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.

16.4.5 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.

16.4.6 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.

16.4.7 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.

16.5 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.

16.6 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

The Employer retains the right to discipline, suspend or discharge employees for cause, as provided in the Personnel Guidelines and subject to the employee's rights as set forth in Section 16 above.

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). The State of Washington determines eligibility, benefit levels and contribution rates.

18.3 For any employee who chooses to enroll in the Deferred Compensation Plan (DCP) offered by the state, the Town will match the employee's contribution up to thirty dollars (\$30) per month. If an employee discontinues their participation in DCP, the Town's match will be discontinued.

19. MEDICAL, VISION, AND DENTAL INSURANCE BENEFITS

19.1 Regular and trial service 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 employee's date of hire. Regular and trial service part-time employees are eligible to participate as individuals; whereas, their dependents are eligible to participate at the part-time employee's expense through payroll deduction in the Town's insurance programs. For purposes of Section 19 only, employees regularly working at least thirty-two (32) hours per week will be entitled to medical, vision, and dental insurance in the same manner as regular full-time employees.

19.2 The Employer shall pay one hundred percent (100%) of the medical and vision insurance premium for all regular and trial service full-time employees, eighty-five percent (85%)

of the premium for their qualifying spouse or domestic partner, and seventy-five percent (75%) of the premium for their qualified dependents, based on the medical insurance premium rates in effect for 2023 and 2024. The Employer shall pay one hundred percent (100%) of the medical and vision insurance premium for regular and trial service part-time employees (working less than thirty-two (32) regular hours per week), and those employees may add a spouse and dependents to their medical insurance plan at the employee's cost, and have such cost deducted from their paycheck. The current medical insurance through AWC includes vision coverage as referenced in Appendix B.

19.3 The Employer shall pay ninety-five percent (95%) of the dental insurance premiums for all regular and trial service full-time and part-time employees based on the dental insurance premium rates in effect for 2023 and 2024 as applicable for each year of the Contract. Employees may add dependents to their dental insurance plan at the employee's cost and have such costs deducted from their paychecks.

19.4 Wellness Incentive. If the Town is awarded "Well City" status in any year during the term of this contract, the Town shall share fifty percent (50%) of the net savings with employees through a reduction/credit to the employees required medical expense contribution during any successfully awarded year for the term of this contract. Each employee shall receive an equal credit.

20. WAGES

20.1 Each bargaining unit position shall be assigned to a pay range. Positions and pay ranges, effective the pay period following the full execution of this Contract 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. 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	30 Years
\$35/month	\$60/month	\$85/month	\$125/month	\$170/month	\$220/month

Part-time employment shall constitute one (1) year of service upon accumulation of two thousand eighty (2,080) hours. Any employee with more than ten (10) years longevity who voluntarily separates and is re-hired within five (5) years of separation may retain their longevity accrued up to the date of separation for the sole purpose of vacation accrual and longevity pay.

20.4 Pay Period and Pay Dates. The Town of Friday Harbor pay period is from the first to the last day of each month. Paychecks will be received no later than the 1st of the month following each pay period, except on those months where the 1st falls on a Sunday or holiday in which event payday shall occur on the next regular business day. Overtime hours worked up to two (2) days prior to timesheets being due in the Finance office for payroll processing will be

paid on the current month's paycheck. Any overtime hours worked thereafter shall be paid on the following month's paycheck.

21. IRS SECTION 125 PLAN

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

22. RECRUITMENT INCENTIVE

The Employer will pay a recruitment incentive to Town employees who recruit a new employee to work for the Town. To be eligible for this incentive, a job applicant must list on the employment application the name of the Town employee who recruited them, and the job applicant must complete one year of employment with the Town. The recruitment incentive is \$1,000; if the job applicant lists more than one Town employee on their job application, the \$1,000 incentive will be shared equally among the Town employees listed.

23. REDUCTION IN FORCE

23.1 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.

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

23.3 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.

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

23.4.1 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.

23.4.2 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.

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

23.5 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.

23.6 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.

23.6.1 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.

23.7 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.

23.8 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. 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:

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

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

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

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

23.9 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.

23.10 Temporary Layoffs and Reduction of Hours. Temporary layoffs are layoffs which are scheduled to be one (1) month or less. Section 22.5 and 22.6 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.

24. SAFETY

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

24.2 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.

25. USE OF VEHICLES FOR TOWN BUSINESS

Town-owned vehicles will be made available for use by employees assigned to official business that requires the use of vehicles. Town vehicles shall be used only for official business as set forth in the Personnel Guidelines.

25.1 Take Home Vehicle. The employee who is assigned as lead contact for standby/on-call duties per Section 8.5 shall be afforded use of a Town “take home” vehicle. Use of such vehicle shall be in accordance with Town vehicle use policy.

26. NO STRIKE, NO WORK INTERRUPTION, NO LOCKOUT

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.

27. BINDING ON SUCCESSORS

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

28. ENTIRE AGREEMENT

28.1 The parties agree that this document represents the complete and entire agreement on all issues subject to bargaining.

28.2 Any and all agreements, written and oral, previously entered into between individual employees and Town officials are mutually canceled and superseded by this Contract except as provided in the MOU to be signed contemporaneously with 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.

29. PERSONNEL GUIDELINES

29.1 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.

29.2 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.

29.3 With respect to such changes to the Personnel Guidelines, the Union will be given thirty (30) days advance written notice and an opportunity to request bargaining prior to the Town's adoption of amendments to the Guidelines. In the event the Union requests bargaining, then bargaining will be as set forth in Section 28.2. In the event the Union elects not to request to bargain, the Town may implement the changes.

30. SAVINGS CLAUSE

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.

31. DURATION

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 through December 31, 2024. The parties agree that no later than ninety (90) days prior to the expiration of this Contract, negotiations shall commence for a successor Contract.

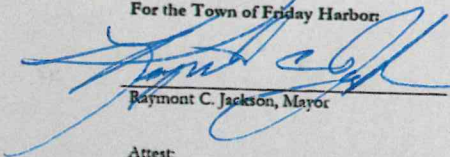
32. ELECTRONIC SIGNATURES

A copy of this Agreement signed electronically, or signed by hand and scanned, which is transmitted by facsimile, email, or other means of electronic transmission, shall be deemed to have the same legal effect, for all purposes, as an original hand-signed copy.

Executed this 9th day of MARCH, 2023, for the Town of Friday Harbor.

Executed this 17 day of MARCH, 2023, for the Guild, Local 1909.

For the Town of Friday Harbor:

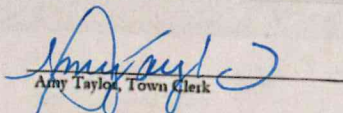

Raymond C. Jackson, Mayor

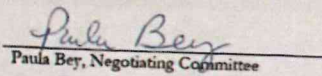
Attest:

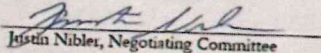
For the Guild of Pacific Northwest
Employees, Local 1909


Dean Tharp, Staff Representative


Chuck Berry, Negotiating Committee


Amy Taylor, Town Clerk


Paula Bey, Negotiating Committee


Justin Nibler, Negotiating Committee

APPENDIX A. *CLASSIFICATIONS, PAY RANGES, AND OCCUPATIONAL GROUPS*

Effective the pay period following execution of this agreement by all parties, the wage scale will be adjusted to reflect movement to a new wage scale (T-Scale) and then to reflect a COLA of 4.0%. See wage scale below.

Effective January 1, 2024, the wage scale will be adjusted to reflect an additional COLA of 2.0%.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
T-1	49,472.80 23.79	51,313.19 24.67	53,222.04 25.59	55,201.90 26.54	57,255.41 27.53	59,385.31 28.55	61,594.44 29.61	63,885.76 30.71	66,262.31 31.86	68,727.27 33.04
T-2	51,946.44 24.97	53,878.85 25.90	55,883.14 26.87	57,961.99 27.87	60,118.18 28.90	62,354.58 29.98	64,674.17 31.09	67,080.05 32.25	69,575.42 33.45	72,163.63 34.69
T-3	54,543.76 26.22	56,572.79 27.20	58,677.30 28.21	60,860.09 29.26	63,124.09 30.35	65,472.30 31.48	67,907.87 32.65	70,434.05 33.86	73,054.19 35.12	75,771.81 36.43
T-4	57,270.95 27.53	59,401.43 28.56	61,611.16 29.62	63,903.10 30.72	66,280.29 31.87	68,745.92 33.05	71,303.27 34.28	73,955.75 35.56	76,706.90 36.88	79,560.40 38.25
T-5	60,134.50 28.91	62,371.50 29.99	64,691.72 31.10	67,098.25 32.26	69,594.31 33.46	72,183.22 34.70	74,868.43 35.99	77,653.54 37.33	80,542.25 38.72	83,538.42 40.16
T-6	63,141.22 30.36	65,490.08 31.49	67,926.31 32.66	70,453.17 33.87	73,074.02 35.13	75,792.38 36.44	78,611.85 37.79	81,536.21 39.20	84,569.36 40.66	87,715.34 42.17
T-7	66,298.28 31.87	68,764.58 33.06	71,322.62 34.29	73,975.82 35.57	76,727.72 36.89	79,582.00 38.26	82,542.45 39.68	85,613.02 41.16	88,797.83 42.69	92,101.11 44.28
T-8	69,613.20 33.47	72,202.81 34.71	74,888.75 36.00	77,674.61 37.34	80,564.11 38.73	83,561.10 40.17	86,669.57 41.67	89,893.68 43.22	93,237.72 44.83	96,706.16 46.49
T-9	73,093.86 35.14	75,812.95 36.45	78,633.19 37.80	81,558.35 39.21	84,592.32 40.67	87,739.15 42.18	91,003.05 43.75	94,388.36 45.38	97,899.61 47.07	101,541.47 48.82
T-10	76,748.55 36.90	79,603.60 38.27	82,564.85 39.69	85,636.26 41.17	88,821.93 42.70	92,126.11 44.29	95,553.20 45.94	99,107.78 47.65	102,794.59 49.42	106,618.55 51.26

Figure 1: (2023) Annual Salary is based on a maximum of 2080 hours per year.

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 250 Medical Plan.
2. Association of Washington Cities/Delta Dental of Washington Dental Plan E
3. Association of Washington Cities/Vision Service Plan - \$25 Copay
4. Association of Washington Cities/Employee Assistance Plan– Free to all Town Employees

Nothing herein shall prohibit the parties from mutually agreeing to replace any of the above plans with an alternate 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 & Custodian
Utility Worker II
Utility Worker III
Supervisors for Streets & Parks, Refuse, Water Plant, Distribution and Wastewater
Parking Enforcement Officers

ADDENDUM 1. ALTERNATIVE SICK LEAVE PAYOUT AND LIST OF PARTICIPATING EMPLOYEES

The former requirement for sick leave payout under Section 12.9 of the 2009-2012 Collective Bargaining Agreement provided

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:

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

Employees choosing to retain this option submitted a signed, written request to the Town Administrator prior to the expiration of the 2013-2015 Collective Bargaining Agreement. The following are current employees with signed requests on file:

Kasey Anderson

Paula Bey

Frank Byrne

Michael Goff

Shane Mason

Don Reitan

Pat Sandwith

David Smith