

**January 1, 2024 through December 31, 2027**

**AGREEMENT**

Between

**THE CITY OF MILL CREEK**

And

**Local 1811-M**

**WASHINGTON STATE COUNCIL**

Of

**COUNTY AND CITY EMPLOYEES**

**AFSCME/COUNCIL 2**

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## DEFINITIONS

**Anniversary Date:** The anniversary of an employee's hire, transfer, demotion, or promotion date. The anniversary date may change as a result of leave without pay.

**City:** The City of Mill Creek

**Classification:** Positions sufficiently similar in duties, authority, and responsibility to permit: (1) grouping under a common title; (2) the application of common standards of selection; and (3) a common compensation rate.

**Employee:** All persons subject to this labor agreement as outlined in Article 2.

**Employer:** The City of Mill Creek

**Hire Date:** The month, day and year of hire.

**Layoff:** A non-disciplinary termination of an employee due to the *City's* financial position or a change in the need for which the position held was created.

**Leave:** An authorized absence from regularly scheduled work hours.

**Promotion:** A change in assignment to a position in a higher salary range.

**Resignation:** A voluntary separation from employment with the *City*.

**Separation:** Discontinuation of the employment relationship regardless of reason.

**Termination:** Involuntary separation of an employee from employment with the *City*.

**Transfer:** A change from a position in one classification to another position within the same classification, whether intra-departmental or inter-departmental.

## **PREAMBLE**

This Agreement is made and entered into by and between the City of Mill Creek, referred to as the Employer and The City of Mill Creek Local of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

## **ARTICLE 1. - WARRANTY OF AUTHORITY**

**Section 1.1** The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 [Public Employees' Collective Bargaining] to collectively bargain on behalf of the organizations which they represent.

## **ARTICLE 2. - UNION RECOGNITION**

**Section 2.1** The City recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive representative for all regular full-time and regular part-time Employees of the City of Mill Creek, excluding supervisors, department directors, confidential employees, and commissioned police officers. This definition is set forth in PERC Case 14722-E-99-2454, dated October 28, 1999. All other City employees shall be excluded from the bargaining unit.

**Section 2.2** The Union shall be notified of any newly created non-management positions in the City that are not recognized by other bargaining units.

**Section 2.3** Interns are defined as high school students, post-secondary students, or those individuals seeking work experience in furtherance of defined professional goals.

Interns shall be considered temporary employees for purposes of duration limits, in no case will an intern exceed 480 hours in a 12 month period. For paid internships, the City shall set the appropriate rate of pay. Interns shall not be used to displace bargaining unit employees or to fill vacant positions in the bargaining unit, provided, however, that the City may continue an internship while filling a vacant position in the same Department.

Prior to an intern being utilized within the bargaining unit, the City shall notify the Union President in writing of the name of the intern, whether the internship is paid or unpaid (and, if paid, the hourly wage), the Department(s) in which the intern will be assigned to, and the expected start/end dates. Where possible, the City will provide at least one (1) week notice of an intern's start date.

## **ARTICLE 3.- UNION SECURITY**

**Section 3.1** The Union shall provide employees with requisite membership and dues deduction authorization forms. For current Union members and employees who choose to join the Union, the Employer will, upon receiving authorization of the employee, deduct from the paycheck of each employee the regular monthly dues required of members of the Union.

All dues deduction authorizations will be in writing or electronic and provided to the Employer's Finance Director. The Employer will, as soon as practicable, forward any

authorization cards or requests for authorization of deductions it may receive to the Union.

**Section 3.2** Amounts deducted shall be transmitted to the Union on a monthly basis with a list of the employees who were subject to a deduction and the individual amounts deducted. The Union shall refund the Employer any amount paid to it in error. Whether an employee is a Union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been terminated.

The Union shall indemnify, defend and hold the Employer harmless from any and all claims, demands, complaints, or other forms of liability arising out of the administration or implementation of this Article and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article.

**Section 3.3** The Employer will maintain its copies of dues deduction authorization forms in a secure location and the copies will be available to the Union upon written request.

**Section 3.4** Pursuant to RCW 41.56.037, the Employer will provide the Union reasonable access to new employees of the bargaining unit, for no less than thirty (30) continuous minutes, to present information about the Union. The Employer will notify the Union of new employees of the bargaining unit and access to the new employee will occur within ninety (90) days of the employee's start date within the bargaining unit. The access will occur during the new employee's regular work hours and at their regular worksite, or location mutually agreed upon by the Employer and the Union. No employee will be mandated to attend the meeting or presentation by the Union.

**Section 3.5** The parties agree that this Article will be interpreted consistent with federal and state law.

**Section 3.6** Consistent with RCW 41.56.035, the Employer will provide the Union with the following information for each employee in the bargaining unit within 21 days of hire for newly hired employees and every 120 business days:

- the employee's name and date of hire;
- the employee's contact information, including (i) cellular, home, and work telephone numbers; (ii) work and the most up-to-date personal email addresses; and (iii) the employee's home address or personal mailing address; and
- employment information, including the employee's job title, salary or rate of pay, and work site location or duty station.

This information may be used by the Union only for representation purposes.

## **ARTICLE 4. - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION RIGHTS**

**Section 4.1** Leave for Union Official. A Union official who is an employee in the bargaining unit shall be granted time off with pay, subject to approval of the Department Head, while conducting contract negotiations or grievance resolutions on behalf of the employees in the bargaining unit, provided that:

- They notify the City through the City Manager or his/her designated Department Head at least forty-eight (48) hours prior to the time off;
- The City is able to properly staff the employee's job duties during the time-off; and
- The wage cost to the City is not greater than the cost that would have been incurred had the Union official not taken time-off.

The Union shall provide the City with an updated list of Union Officials upon an election or other change in Union Official representation.

**Section 4.2** Investigation of Grievances. Union representatives and agents of the Union shall have the right to reasonable access to all facilities of the City wherein the employees covered under this contract may be working. Union representatives and agents of the Union shall not disrupt the operation or normal routine of any department. Meetings or other Union activities may be scheduled and held on City premises, providing that they do not disrupt the operation or normal routine of City operations. All other Union business not specifically covered in this Article shall be conducted during employees' non-duty hours. The City reserves the right to designate a meeting place or to provide a representative to accompany a union officer where operational requirements do not permit unlimited access.

**Section 4.3** Bulletin Board. The City will provide the Union with bulletin board space for the purpose of posting matters relating to official Union business. Otherwise, except as specifically allowed in this Agreement, City vehicles, equipment, and facilities may not be used for Union activities.

**Section 4.4** Electronic Mail. Use of City Computers for E-Mail and Internet Connections Related to Union Business: The following use of City computers for e-mail and internet connections is allowed when such use is de minimis and incidental:

- A) Arranging a meeting with a union official, the Council 2 Representative, or Union members.
- B) For the purpose of interacting with City or Union representatives concerning Union-City business, such as setting dates for City-Union meetings and making inquiries regarding contract applications or the status of grievances.
- C) The uses cited in subsections a and b above may continue only to the extent that they are at no additional cost to the Employer, and are contingent on the continued use of the City computers, internet connection, intranet connection, etc. for other Employer purposes. The content of any and all communications using the Employer computer system is not privileged. All such communication is subject to Public Records Act requests and is subject to Employer review.

## **ARTICLE 5. – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 5.1** It is agreed that the Employer retains and reserves all power and authority to manage its operations with the sole and unquestioned right and prerogative to operate and direct the employee of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

**Section 5.2** The following management rights and responsibilities are listed below as examples and are not intended as all-inclusive and shall not be construed as limitations on Section 5.1 above:

- A) To plan, direct, control and determine all the operations and service of the Employer;
- B) To recruit, assign, supervise, transfer, promote and direct the workforce, to establish the qualifications for employment and to employ employees;
- C) To schedule and assign work and to design the content of each job;
- D) To establish work and performance standards and the processes by which work is performed and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees;
- E) To assign overtime or not. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest;
- F) To determine the methods, means, organization and number of personnel by which City operations and services are provided while maintaining bargaining unit work within the bargaining unit, including but not limited to the right to reorganize its operations, increase or decrease positions, and determine how to most efficiently provide City services, and
- G) The Union waives its right to bargain the City's decision to conduct layoffs and positions to be eliminated, except as set out in Article 5.3. The Union maintains the right to bargain impacts.

**Section 5.3** The Employer will notify the Union 30 days prior to implementation of any changes in operations or services that would result in the termination or layoff of bargaining unit employees. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting out shall not apply to seasonal work and the corresponding use of seasonal or temporary employees.

**Section 5.4** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer or its officials, including but not limited to the responsibility of the City Manager as the Chief Executive Officer of the City for enforcing the laws of the State and City, recommending a biennial budget or directing the proper performance of all executive departments; and the responsibility of the City Council for the enactment of

ordinances, the appropriation of monies and final determination of employee compensation.

**Section 5.5** Disciplinary Action. With the exception of probationary employees, all employees shall only be disciplined and/or discharged for just cause, and as outlined in the City's adopted personnel policies.

## **ARTICLE 6. - HOURS OF WORK AND OVERTIME**

**Section 6.1** Regular Work Week and Schedules. The regular work week shall begin on Monday at 12:01 a.m. and end at 12:00 midnight on Sunday, unless another work week is appropriate.

The work schedule for regular, full-time employees (except Public Works Maintenance Workers, Communications, Marketing, & Recreation Program Manager, Customer Service Representatives, and the Police Support Officers) is five (5) consecutive days, Monday through Friday, of eight (8) consecutive hours exclusive of a one (1) hour unpaid lunch break unless an alternate work schedule (e.g. 4/10, 9/80) has been approved.

Regular, full-time Public Works Maintenance Workers, Communications, Marketing, & Recreation Program Manager, Customer Service Representatives, and the Police Support Officers may be required to work Saturdays and/or Sundays, but in all cases the work schedule shall consist of five (5) consecutive days, of eight (8) consecutive hours exclusive of a one (1) hour unpaid lunch break unless an alternate work schedule (e.g. 4/10, 9/80, etc.) has been approved.

The work schedule for regular, part-time employees shall be set by their supervisor and may include work on Saturdays.

A 30 minute unpaid lunch break is allowed with the approval of the employee's supervisor, provided the employee is scheduled to work at least five (5) hours.

The Employer shall notify all regular, full-time employees of any change in the employee's work schedule two (2) weeks in advance of any such change. Such schedule changes shall be based on the City's operational needs. It shall be understood that this notice requirement shall not apply to additional shifts necessary as a result of emergencies or unplanned absences projected to last at least four (4) weeks which necessitate the Employer to address essential operation or service needs. The two (2) weeks' notice requirement may be voluntarily waived by the employee.

If the City intends to expand regular ongoing service to Sundays, it will provide the Union at least 60 days' written notice, upon which this Article will be reopened to bargain coverage for regular Sunday work shifts.

Part-time Customer Service Representatives (CSR) are not guaranteed a minimum number of hours per week, and those working below twenty (20) hours per week do not earn annual leave but earn sick leave pursuant to Article 9.2.

**Section 6.2** Overtime. Employees may be required, as a condition of employment, to work overtime when necessary, as determined by their supervisor. All overtime worked by non-exempt employees must be authorized in advance unless otherwise authorized

by department policy. Overtime opportunities shall be offered evenly to all employees who would normally do the work. Hours taken for annual leave, regular holidays, or floating holidays shall be considered "hours worked" for purposes of calculating overtime. Sick leave is excluded for purposes of calculating overtime. Overtime is hours worked in excess of forty (40) compensated hours in a work week. Part-time employees shall also have overtime considered as hours worked in excess of eight (8) compensated hours in a day, or if their normal shift is in excess of eight (8) compensated hours in a day it shall be any work in excess of their normal shift. Authorized overtime worked is compensated at one and one-half (1-1/2) times the employee's straight time rate of pay.

**Section 6.3** Comp Time. In lieu of overtime pay, an employee may choose to earn compensatory time off at the rate of one and one-half (1-1/2) hours off for each hour of overtime earned. The use of compensatory time off shall be scheduled by the employee with supervisory or Department Head approval and shall not create an overtime event for other employees. The maximum accumulation of compensatory time off shall be eighty (80). Any accrual over eighty (80) hours shall be paid as overtime. Exempt employees are not entitled to compensation for overtime worked and, therefore, are not eligible for comp time.

**Section 6.4** Alternative Work Schedules. At the discretion of the City Manager and the Department Director, alternate work schedules may be granted to employees as long as City operations are not adversely impacted by the alternate work schedule. Alternate work schedules are granted on a provisional basis, subject to the operational needs of the department and the service needs of City residents. Any such schedule shall be written and signed by the City Manager, Department Director and employee. Requests by the employee for establishment or modification of alternate work schedules shall be in writing and will be approved, denied or modified by the City Manager and Department Director within ten (10) working days of receipt of the request.

- A) Flexible Work Schedule. A schedule in which an employee, with the approval of the employer, has the ability to vary times of arrival to and departure from the work site consistent with the duties and requirements of the position during the workday or work week while maintaining a forty (40) hour work week.
- B) Compressed/Extended Work Schedule. A fixed work schedule that enables full-time employees to complete the forty (40)-hour work week requirement in other than five (5) consecutive eight (8) hour days as outlined in Section 6.1.

**Section 6.5** Exempt Positions. Employees designated "exempt" under FLSA shall be exempt from overtime and call-back provisions of this contract and shall receive forty (40) hours of administrative time off as outlined in Appendix A and denoted with an "\*" on the pay plan table in Appendix B. Any future positions shall be subject to the negotiation process specifically regarding whether or not they are excluded from the overtime and call-back provisions of this contract.

**Section 6.6** Call Back. Call back is when, after leaving the workplace, an employee is called back to work without prior notification by his or her supervisor. This call back provision shall not apply to continuation of (either immediately before or immediately after) a normal scheduled shift. The employee shall receive a minimum of 2 hours pay if the work does not exceed two hours. The first two (2) hours of call-back shall be at the

time-and-one-half (1.5 x) rate and any time beyond those two (2) hours shall be at the appropriate rate of pay. Calculation of the time worked for purposes of determining when call back pay begins is when the employee reports to the work site.

**Section 6.7** Stand-By. The City reserves the right to establish a standby duty program within defined work units. Standby duty time periods shall be determined by the City. The assigned standby duty period shall be for a minimum of 15 hours unless additional hours are approved by the supervisor. Based on service needs, each department may establish a standby duty roster of qualified personnel who would be available for callback during an emergency situation. Volunteers shall be sought before mandatory assignments are made to the standby duty roster. Standby assignments will be made from the standby duty roster on a rotational basis.

Employees placed on standby duty by the department director, or designee, shall be required to carry a city provided communication device and be able to respond to call back situations without restrictions or impairments within 60 minutes or as weather conditions allow.

Employees assigned to standby by the department director, or designee, shall be compensated at \$3.50 per hour. Standby duty pay shall commence upon the employee's departure from work. Standby duty pay shall cease upon the employee's regularly scheduled time to return to work during the normal five-day work period or after 15 hours if the employee is not scheduled to return to work the following day.

Standby duty compensation shall be suspended upon callback and the provisions of Section 6.6 of this Article shall prevail.

**Section 6.8** Emergency Work Shifts. In an emergency the City may implement non-standard work shifts. When an employee reporting to work for their normal shift is sent home prior to the completion of their shift, with the intent to report back to work later, they shall be guaranteed pay for their full shift even if the employee is not required to return to work.

Employees reporting back to work shall receive two (2) hours of straight time pay in addition to their full shift or two (2) hours of straight time in addition to actual hours worked whichever is greater.

## **ARTICLE 7. - PAID HOLIDAYS**

**Section 7.1** Holidays. The City observes the following holidays:

- |                              |                           |
|------------------------------|---------------------------|
| a. New Year's Day            |                           |
| b. Martin Luther King Jr Day |                           |
| c. President's Day           |                           |
| d. Memorial Day              |                           |
| e. Independence Day          |                           |
| f. Labor Day                 |                           |
|                              | g. Thanksgiving Day       |
|                              | h. Day after Thanksgiving |
|                              | i. Christmas Eve Day      |
|                              | j. Christmas Day          |
|                              | k. Juneteenth             |

If a holiday occurs on a Sunday, it shall be observed on the following Monday.  
If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

**Section 7.2** Payment for Holidays. Employees shall be in a pay status before and after a holiday to be eligible to receive a paid holiday. Employees who are on leave without pay shall not receive compensation for holidays.

Employees shall be paid for holidays observed as they occur. A regular full-time employee shall receive eight (8) hours pay at the employee's straight time rate of pay. Regular part-time employees working at least twenty (20) hours per week and job share employees shall receive holiday pay pro-rated according to the employee's regular hours of work at his/her straight time rate of pay.

In addition to receiving holiday pay as noted above, when the City's operational needs require a non-exempt employee to work on a holiday, the employee shall be paid for all hours actually worked on the observed holiday at one and one-half (1-1/2) times his/her straight time rate of pay or may choose to receive compensatory time at one and one-half (1-1/2) times the actual hours worked. When the City's operational needs require an exempt employee to work on a holiday, the exempt employee shall be allowed to schedule a day off during the same pay period.

**Section 7.3** Floating Holiday. Each January 1<sup>st</sup>, employees are granted the number of floating holidays listed in the below table based upon their years of service with the City.

<b>Years of Service</b>	<b>Floating Holidays</b>
Less than 10	1.0
10 to less than 15	2.0
15 to less than 20	2.5
20 or more	3.0

New employees hired before October 1<sup>st</sup> are granted one floating holiday. New employees whose hire date is October 1<sup>st</sup> or later do not accrue a floating holiday for that calendar year. The floating holidays must be taken by an employee during the calendar year they are accrued. Floating holidays may not be carried over from one calendar year to the next. Employees will not be paid for unused floating holidays when they separate from their employment with the City. Regular part-time employees working at least twenty (20) hours per week and job share employees shall receive floating holidays pro-rated according to the employee's regular hours of work.

## **ARTICLE 8. - ANNUAL LEAVE**

**Section 8.1** Leave Accrual. Annual leave shall be granted to all regular full-time employees and, on a pro-rated basis, to regular part-time and job share employees. Annual leave is accrued twice monthly on the last working day of the pay period (no annual leave is accrued if the employee separates from employment prior to the last working day of the pay period).

Regular part-time employees and job share employees shall accrue annual leave benefits on a pro-rated basis according to the regularly-scheduled hours in a work week. Employees who are granted paid leave shall continue to accrue annual leave at the indicated rate during such absence. Annual leave accrual shall be adjusted for any change in an employee's work schedule anticipated to last more than two (2) calendar

weeks. Subject to the restrictions set out in Section 8.2, paid annual leave will be granted to all regular full-time, regular part-time, and job share employees according to the following schedule.

**Accrual Table:**

<u>Length of Continuous</u>	<u>Annual Accrual (Days)</u>	<u>Annual Accrual (Hours)</u>
0-5 Years of Service	12	96
6-10 Years	16	128
11-13 Years	19	152
14-16 Years	20	160
17-20 Years	21	168
20+ Years	22	176

**Section 8.2** Carryover of Annual Leave. The maximum number of annual leave hours which may be carried over from December 31 of one year to January 1 of the next year is two hundred forty (240) hours. Under certain circumstances and with the approval of the City Manager, employees may be permitted to carry over more than two hundred forty (240) hours of annual leave.

**Section 8.3** Use of Annual Leave. Annual leave is intended to provide the employee with a period of relaxation away from work. After one (1) year of employment, employees shall take a minimum of five (5) days of annual leave per calendar year.

Annual leave shall be taken at times mutually agreeable to the employee and supervisor or department manager. If there is a conflict between employees in requests for leave, the leave shall be granted to the employee first requesting it. If requests are received at the same time, the employee having the greatest overall seniority within the bargaining unit shall be granted the time off. Employees may submit leave requests within twelve (12) months of the first day of the requested leave.

Employees are responsible for planning their annual leave and submitting their annual leave request to their supervisor well in advance of the time requested. If the reasons given for annual leave would qualify an employee for Family and Medical Leave, the employee's leave request will be governed by applicable state and federal law(s), and the Family and Medical Leave Act. No annual leave time will be paid without the corresponding number of hours taken as time off, unless the employee is unable to take the vacation during the year accrued because their annual leave request has been denied due to the demands of the City workload. In this event, employees may be paid up to forty (40) hours accrued annual leave with approval of the City Manager.

**Section 8.4** Cash Payment Upon Separation. Upon separation of an employee by resignation, layoff, termination, or death, the employee or beneficiary thereof, shall be paid for unused annual leave at the rate being paid at the time of separation, excluding temporary assignment rates of pay.

**Section 8.5** Employees in Trial Period. Employees in their trial period may take accrued annual leave, in accordance with Section 8.3, as accrued.

**Section 8.6** Donation of Annual Leave. In accordance with City Resolution 91-135, Employees may donate a portion of their accrued annual leave to a fellow City employee who is suffering from, or has an immediate family member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City. Donation of accrued annual leave will be implemented per City Resolution No. 91-135.

## **ARTICLE 9. - SICK LEAVE**

**Section 9.1** Introduction. Employees are expected to be able to work their regularly scheduled hours but may use paid sick leave as permitted by law and this Agreement. Employees may use sick leave during their trial period.

### **Section 9.2** Sick Leave Accrual.

- A. Non-Exempt Employees. Paid sick leave shall accrue at the rate of 0.05 hours for each hour worked, including overtime.
- B. Exempt Employees. Paid sick leave accrues for full-time exempt employees at the rate of 0.05 hours for each hour worked. Exempt employees are presumed to work a 40-hour workweek, regardless of hours actually worked; except that exempt employees who normally work less than a 40-hour workweek will accrue on a pro-rata basis based on their normal workweek.
- C. Employees on Leave. All non-exempt and exempt employees on an approved leave with pay shall continue to accrue sick leave during such absence. Employees shall not accrue sick leave when on leave in an unpaid status. If leave is partially paid and partially unpaid during a single pay period, it will be prorated in the same manner as part-time regular employees.
- D. Crediting. Sick leave will be credited to an employee's leave bank after the completion of the pay period during which it is accrued. Sick leave may not be used before it is accrued.
- E. No changes to the sick leave accrual system may be made without collective bargaining as may be required by State Law.

**Section 9.3** Accrued Sick Leave Carry Over.: Any sick leave accrued but unused in any calendar year shall carry over to the following calendar year, up to the maximum carryover of 1040 hours of unused sick leave.

### **Section 9.4** Use of Sick Leave.

- A. Sick leave may be taken in fifteen (15) minute increments unless otherwise required by law.
- B. An eligible employee may use sick leave for the following reasons:
  - 1. For the employee's own mental or physical illness, injury or health condition;
  - 2. To accommodate the employee's need for medical diagnoses or

treatment of a mental or physical injury or health condition;

3. For the employee's need for preventive care or health care appointments, scheduled at such times to minimize disruption of work, if possible;
4. To extend bereavement leave;
5. To care for the employee's child or step-child because the child has a health condition that requires treatment or supervision;
6. To allow the employee to provide care to a family member with a mental or physical injury, illness or health condition;
7. To allow the employee to provide care to a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
8. To allow the employee to provide care to a family member who needs preventive medical care.

For the purposes of sick leave, "family member" includes the employee's child, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling. A child may be a biological, adopted, or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability that limits one or more activities of daily living.

C. An eligible employee may use sick leave for the following safety-related reasons:

1. When the employee's place of business has been closed by order of a public official, for any health related reason, to limit exposure to an infectious agent, biological toxin or hazardous material, or when the employee's child's school or place of care has been closed by order of a public official for such a reason;
2. To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family or household members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
3. To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
4. To enable the employee to obtain, or to assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family or household member was a victim of domestic violence, sexual assault, or stalking; or
5. To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family or household members from future

domestic violence, sexual assault, or stalking.

For the use of sick leave for safety-related leave purposes, “family or household member” means the employee’s spouse, registered domestic partner, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

**Section 9.5** Requirements for all Sick Leave. Every employee must report to his or her designated representative the reason for an absence prior to the beginning of his or her scheduled work-shift. An employee who is absent for three (3) consecutive days/shifts without notification may be considered to have voluntarily abandoned and resigned from his/her job.

- A. **Scheduled Leave.** Whenever possible, sick leave must be scheduled in advance. When requesting sick leave for a foreseeable absence, an employee should provide at least ten days’ notice to his or her supervisor, or as much advance notice as possible.
- B. **Unforeseen Leave.** For absences that are not foreseeable, an employee should provide his or her supervisor with as much advance notice as possible before the start of his or her shift, if practicable.
- C. **Verification.** For absences exceeding three days, an employee may be required to provide verification that the use of sick leave is for an authorized purpose. An employee will not be required to disclose the nature of an illness or the specific reason related to a safety issue, but an employee must provide enough information verifying that leave is being used for an authorized reason. For absences covered by another federal or state law, verification may be requested as permitted by law.
- D. **Abuse.** An employee found to have misused or abused this policy may be subject to discipline; however, no employee will be subject to retaliation for lawfully using sick leave.

**Section 9.6** Unused Sick Leave. Employees with ten (10) or more years of continuous service at the time of their separation, and employees with non-continuous service totaling the equivalent of fifteen (15) or more years of service for the City at the time of their separation, shall be paid the lesser of (a) 200 hours; or (b) twenty-five percent (25%) of their accrued sick leave balance.

If an employee dies while actively employed by the City, he/she or a legally authorized designee shall be paid the lesser of (a) 200 hours or (b) one hundred percent (100%) of their accrued sick leave balance.

**Section 9.7** Rehire. Previously accrued, unused sick leave will be reinstated for

eligible employees rehired within (12) twelve calendar months; however, if employees are rehired after the calendar year ends, only up to 40 hours of accrued unused sick leave will be reinstated. Any sick leave paid out upon separation will not be reinstated.

## **ARTICLE 10. – BEREAVEMENT LEAVE**

**Section 10.1** Upon the death of a member of the employee's immediate family, and with the approval of the City Manager or his/her designee, an employee may use a maximum of three (3) days of bereavement leave. In the event the employee needs to travel out of state to attend a funeral, leave may be allowed up to five (5) days, however, the first and fifth day shall be charged to sick leave, annual leave or leave without pay. Bereavement leave may be granted during an employee's trial period with supervisor's approval. Employees may take reasonable additional time off for bereavement leave by using accumulated compensatory time off, administrative time off, or annual leave time.

**Section 10.2** Upon the death of a coworker at the City, an employee may use up to one (1) day of bereavement leave to attend services occurring during the employee's normally scheduled workday.

**Section 10.3** The definition of the "immediate family" for use of bereavement leave shall be as follows:

Employee's spouse or registered domestic partner, child, parent, brother, sister, guardian or grandparent, grandchildren, aunt, uncle, or any of the above relations of the employee's spouse or domestic partner; or any other person residing with or legally dependent upon the employee. Unusual circumstances may receive individual consideration by the City Manager.

## **ARTICLE 11. - COURT LEAVE**

**Section 11.1** Employees called for jury duty shall receive full pay for the time served provided that they return to work on any day they are excused from service.

**Section 11.2** Employees subpoenaed for judicial proceedings in a public sector employment-related matter, and acting in their official capacity as a city employee or for a previous public sector employer, shall be paid per normal payroll procedures straight time for time **for the employees' scheduled shift**, then one and one-half (1-1/2) times their regular rate of pay for any additional time spent that day. Employees shall remit any compensation given to them by another entity for their service under this section.

**Section 11.3** On any day that an employee is waiting to be impaneled or is released from jury duty or is released as a witness in a employment-related matter and four or more hours of the employee's scheduled work day remains, the employee must notify his/her supervisor and report to work if requested to do so.

**Section 11.4** In the event that a City employee is subpoenaed as an expert witness in a matter in which the City is not a party, the City shall be reimbursed, in advance, for that employee's time. Alternatively, the employee may request annual leave or leave without pay for the time spent away from work.

## **ARTICLE 12. - LEAVES OF ABSENCE**

**Section 12.1** The City agrees to comply with federal, state and local leave laws.

**Section 12.2** Leaves of absence without pay may be granted at the discretion of the City Manager for good cause. Prior to leave without pay being granted, all annual leave time, compensatory time off, banked holiday hours, and the floating holiday must be exhausted. Employees may also use any accrued sick leave to the extent they are eligible. At any time during the leave of absence, for good cause or to maintain the efficiency or effectiveness of the department, the City Manager may require the employee to return to work. No leave shall accrue, or be paid, while an employee is on leave without pay. During an approved leave of absence, an employee may be eligible to continue health insurance benefits under applicable laws; in some cases, the employee will be required to pay some or all of the monthly premium costs in advance to the City.

## **ARTICLE 13. - DISABILITY LEAVE**

**Section 13.1** An employee may use leave for an employee's own illness or injury, whether or not it is job-related.

**Section 13.2** Non-Job Related Illness or Injury. When employees are off work due to a non-job related illness or injury, employees shall first use compensatory time off, floating holidays, and annual leave; at the employees' election, accrued sick leave may also be used. When employees use leave with pay, employees continue to earn paid leaves and receive benefits to the fullest extent permitted by law and any applicable laws.

Upon exhaustion of paid leave (except sick leave), the employee shall be placed on a "leave without pay" status. The employee's right to continued employment while on "leave without pay," and eligibility for benefits under the City's benefit plans, will depend upon applicable law and the terms of those plans. An employee will not continue to accrue paid leave during any period of "leave without pay" under this Section.

**Section 13.3** In the event of a job-related injury or illness to the employee which is approved as a claim by Washington State Labor and Industries (L & I), the employee may at the employee's option:

A) Be placed on unpaid leave status and accept L & I time loss compensation check(s), or

B) Be placed on paid leave status if the employee's absence may be covered by sufficient accrued paid leave (annual leave, compensatory time, sick leave and floating holidays), provided that the employee shall sign over all time loss compensation check(s) to the city. The city will then buy back the employee's sick leave based on the employee's regular hourly rate of pay.

If available, to help facilitate a return to work, the City may offer a light-duty assignment to an employee recovering from a job-related injury or illness. Employees who refuse a light-duty assignment may forfeit their L&I time loss compensation.

## **ARTICLE 14. - CLASSIFICATION AND WAGE ADMINISTRATION**

**Section 14.1** Employees are paid based upon a step system. The wages, salaries and job classifications are depicted in Appendix “B”. Employees with an acceptable annual performance review will move to the next higher step within their grade on their anniversary date – unless the employee has already reached the last step within the grade. An acceptable annual performance review indicates the employee has met the minimum standards of the assigned position. Any employee who does not meet or exceed the City’s minimum performance standards as of the time of their anniversary date will move to the next step upon the date his or her supervisor determines in writing that he or she has improved his or her level of performance to meet standards. No retroactive pay increase will be given to such employees.

**Section 14.2** Wage Increases. The parties agree to the following wage increases during the term of this Agreement:

January 1, 2024 5.0% wage increase (retroactive to 1/1/24)  
January 1, 2025 4.5% wage increase (effective to 1/1/25)  
January 1, 2026 3.5% wage increase (effective 1/1/26)  
January 1, 2027 3.0% wage increase (effective 1/1/27)

**Section 14.3** No pyramiding or double application of City Personnel Policies or Sections and/or Articles of this Agreement shall be permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Agreement. All shift trading or on-call changes shall be approved in advance by the Employer so as not to require overtime costs. The terms of this Agreement shall not constitute any guaranteed hours of work.

**Section 14.4** Longevity Premium. Longevity premiums shall be awarded based on years of service as an employee of the City of Mill Creek and an acceptable annual performance review. Longevity premiums are paid beginning with seven (7) years of completed service. An acceptable annual performance review indicates the employee has met the minimum standards of the assigned position. Performance standards used to evaluate employees will be outlined in performance review documents provided to employees for their assigned positions. The City agrees to notify the Union of any changes to performance review standards and agrees to bargain the impacts. Longevity premiums shall be paid as follows:

No. Years	Pay Premium
>7	2.0%
>10	3.0%
>15	4.0%
>20	5.0%

All longevity premiums are calculated on an employee’s base salary and are not cumulative.

If an employee fails to receive an acceptable annual performance review for their assigned position, the longevity premium will expire and the employee will be provided objective feedback as to improve their performance. If, at the employee’s subsequent

annual evaluation, the employee receives an acceptable annual performance review, proceeding forward the employee shall receive the longevity premium according to the above schedule.

## **ARTICLE 15. - INSURANCE AND OTHER BENEFITS**

**Section 15.1** Health Benefits. The City will provide to bargaining unit members the following health benefits:

- A) From January 1, 2024 through December 31, 2027, Regence Blue Shield AWC Healthfirst 250 Plan, offered through the Association of Washington Cities. Dental and vision coverage shall remain unchanged, except that Employer does not guarantee against unilateral changes in benefits initiated solely by the insurance carrier or as may be required to conform with health care reform laws.

During the term of this Agreement, employees also have the option of selecting the AWC High-Deductible Health Plan (HDHP) with optional Health Savings Account (HSA). Employees who select the HDHP with HSA option shall receive 50% of the monthly premium cost-savings from AWC Healthfirst 250, based on the coverage tier enrolled (e.g., employee only, employee + 1, employee + 2), deposited into their HSA on a monthly basis. Total deposits for each year shall not exceed the IRS maximum for employer HSA contributions. To qualify for the HSA deposits, the employee and eligible spouse/dependents must actually be enrolled in the HDHP option. If an employee enrolls in the HDHP option and declines coverage for spouse/dependents, no HSA contributions will be made for the spouse/dependents. Employees are responsible for all administrative fees charged by the HSA administrator.

- B) Standard Insurance. Policy No. 600156, Life, AD & D, Survivor Life, and Long Term Disability.

**Section 15.1.1.** Health care insurance may only be purchased in full month increments. New employees are eligible for coverage on the first day of the calendar month following employment. However, employees hired on the first day of the calendar month shall be eligible for health care coverage immediately.

**Section 15.1.2.** When an employee is separated from employment with the City the City will pay its portion of the premium cost through the end of the month of separation.

**Section 15.1.3.** Insurance Premiums for Full-Time Regular Employees. The city shall contribute 100% of the premium for Washington Dental Service Plan F or Willamette Dental Group \$15 Copay Plan for both employee and dependent premiums. The City shall contribute 100% of the premium for the employee's vision insurance, and 100% percent of the premium for dependents' vision insurance and 90% of the premium for employee's medical insurance and 90% of the premium for the dependents' medical insurance. Dependent children shall be eligible for coverage as defined by the Affordable Care Act or other applicable body of federal law.

Regular part-time employees who work at least 20 hours per week are eligible to purchase medical, dental and vision insurance on a pro-rated basis based upon their

FTE equivalency, provided that the City will contribute 100% of vision insurance premiums and for all other premiums a minimum of what the City would contribute for a 0.75 FTE equivalent position. In the event any insurance plan identified herein becomes unavailable to the City and its employees, the Parties agree to negotiate a change in insurance plans and premiums.

**15.1.3.1** The City will provide employees with a Section 125 plan that allows for any premium payment made in accordance with that plan to be made on a pre-tax basis. An employee who chooses not to purchase health insurance benefits for themselves or their eligible dependents may receive payment of 50% of the amount that the City would have contributed towards dependent health insurance for use as flexible benefit dollars ("premium savings"). Flexible benefits include legally accepted Section 125 expenditures or deferred compensation contributions. Premium savings offered to employees who choose not to purchase health insurance benefits for themselves or their eligible dependents is available only to "grandfathered" employees hired by the City on or before August 1, 2017. "Grandfathered" employees who decline to purchase health insurance benefits for themselves or their eligible dependents in exchange for premium savings must furnish written proof, on an annual basis, of enrollment in other group health coverage. Premium savings are not provided to employees who decline coverage because another eligible spouse/dependent is employed by the City. Effective January 1, 2018, premium savings shall be based on the savings from AWC Healthfirst 250.

Employees may choose during the City's open enrollment period whether they will waive insurance coverage for eligible dependents. Re-enrollment to City coverage can be accomplished during the open enrollment period or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment, premium savings offered to "grandfathered" employees will be reduced or eliminated accordingly.

Employees may decline to purchase health insurance benefits only if the City is able to maintain the required participation thresholds set by the City's insurance carrier. Employees may not decline vision coverage. If and when the minimum participation thresholds are reached, additional opportunities to decline coverage will be extended to employees on the basis of seniority at the City.

**Section 15.2** Municipal Employees' Benefit Trust. To be administered in accordance with federal laws and the MEBT plan document.

**Section 15.3** Deferred Compensation Plan. Employees may defer a portion of their taxable income into a deferred compensation plan which is subject to federal rules and regulations governing deferral limits, tax liability and restrictions on withdrawals.

**Section 15.4** State Retirement Program. Employees working in PERS eligible positions are required to participate in the Public Employees' Retirement System (PERS) as long as their compensated hours continue to qualify them for service credit under the appropriate plan. Participating employees shall pay any required amounts towards the contribution costs by means of a payroll deduction.

## **ARTICLE 16. – SENIORITY, REDUCTION-IN-FORCE, LAYOFF**

**Note: City will provide periodic seniority list updates at least twice yearly.**

**Section 16.1** A seniority list shall be adopted by reference. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be the length of the employee's continuous service with the Employer as a regular employee since the employee's most recent date of hire. Seniority shall continue to accrue during a period of approved, unpaid leave not exceeding sixty (60) consecutive days. The seniority date is subject to adjustment by the City for all other unpaid breaks in service. Length of service as a temporary employee within the last twelve (12) months shall not be included in the determination of an employee's seniority with the department.

**Section 16.2** When the City has determined to layoff an employee through a reduction or elimination of a position, the employee to be laid off shall be the employee within the same job classification who has the least seniority as defined above. However, if any employee within the same job classification has a history of sustained discipline equivalent to a written reprimand or greater in the previous 36 months, the City reserves the right and discretion to layoff such employee regardless of seniority. That employee shall not have any bumping rights under section 16.3.

**Section 16.3** An employee laid off may bump another employee in the same or a lower classification in the bargaining unit provided the employee being laid off has occupied the job for the City previously, meets the current minimum job qualifications, and has greater seniority than the employee being bumped. The employee bumped under this language shall be considered laid-off and will be subject to Sections 16.2 and 16.3.

## **ARTICLE 17. - VACANCIES AND TRIAL SERVICE**

**Section 17.1** The initial trial service period normally shall be twelve (12) months which is an integral part of the examination and selection process and during which an employee may be terminated with or without cause without any recourse under this agreement. Employees who have been transferred or promoted who do not satisfactorily meet the performance standards of the new position within the first six months shall be returned to their former position, if vacant, or to a vacant position in the same classification if such position exists. Employees who have been transferred or promoted are subject to discipline up to termination under the same terms as any employee outside of a trial period.

Trial (probationary) service periods for members of the bargaining unit that fall under the provisions of City of Mill Creek Civil Service Commission shall be subject to trial (probationary) service periods established in the Civil Service Rules and Regulations.

**Section 17.2** All bargaining unit positions that are going to be filled, shall be posted internally for at least six (6) working days to allow any interested employees in the bargaining unit to apply. All employees in the bargaining unit who apply for a vacancy and who meet the minimum qualifications shall be granted an interview for the position.

## **ARTICLE 18. - GRIEVANCE PROCEDURE**

**Section 18.1** Grievance or Dispute over Provisions of Agreement. A procedure is hereby established as a means to resolve grievances. Grievance shall be defined as a claim or dispute by an employee or group of employees with respect to a violation of

the express provisions of this Agreement. Employees who are still in their initial trial period are not eligible to grieve an extension of their trial period or their discharge.

For civil service positions, grievances involving disciplinary actions may be made either as provided in this Article or through the civil service appeals process, but not both. The grievant shall be deemed to have selected an alternative when a written notice is first filed under either alternative. No relief shall be available through the civil service appeals process as to any matter which has been submitted as a grievance under the terms of this agreement.

Grievances processed through the grievance procedure shall be heard during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., unless stipulated otherwise by the parties. Grievants and employee representatives involved in such grievance meetings during their scheduled working hours shall be allowed to do so without suffering a loss in pay.

If a grievance is not presented by the employee or the Union within the time limits set forth below, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

If the parties mutually agree, the timelines set forth in this section for processing of grievances will be put on hold for a mutually agreed upon period of time to allow the parties to address the grievance in Labor/Management. If a resolution is not agreed to, the grievance process shall continue. Grievances shall be resolved in the following manner.

### **Section 18.2** Grievance Steps.

Step 1. A grievance shall be presented by the aggrieved employee and/or his/her Union Representative within fifteen (15) working days of the alleged contract violation to the employee's immediate supervisor. The immediate supervisor should consult and/or arrange a meeting with the employee and/or Union Representative as necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance within ten (10) working days after receipt of the grievance. If a grievance by a group of employees does not involve an immediate supervisor, this step of the grievance procedure may be skipped and the grievance may be submitted directly at Step 2.

Step 2. If not resolved above, the grievance shall be reduced to writing and submitted to the Department Head by the aggrieved employee and/or the Union within ten (10) working days following the completion of Step 1. If a Department Head is not applicable to the grievance, then the grievance shall be submitted to the Human Resources Director. The written grievance shall include a statement of the issue, the section(s) of the Agreement allegedly violated, facts of the case, and remedy sought. A meeting shall be arranged within ten (10) working days with the City and representatives of the Union. Following that meeting the party responding to the

grievance shall give its written response within ten (10) working days of the completion of the meeting.

Step 3. Grievances not settled to the satisfaction of the Union shall then be presented by the Union directly to the City Manager or his/her designee within ten (10) working days of the Step 2 response. A meeting shall be arranged within ten (10) working days between the City, the grievant and the Union. The City Manager or his/her designee shall then submit a decision, in writing, on the grievance within fifteen (15) working days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union.

Step 4. In the event the decision reached by the City Manager or his/her designee is unsatisfactory to the Union, the grievance may, within twenty (20) working days, be submitted to arbitration. Step 4 does not apply to written reprimands. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names shall be requested from the Public Employment Relations Commission. The parties shall alternately strike names, beginning with the respondent, until one (1) name remains, that person shall serve as the arbitrator. If referred to arbitration:

- A) the arbitrator's decision shall be final and binding;
- B) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement; and
- C) the arbitrator shall render a decision within thirty (30) days after the hearing has been concluded.

It is agreed that the expenses and fees of the Arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.

## **ARTICLE 19. - MISCELLANEOUS PROVISIONS**

**Section 19.1** Safety Footwear Allowance. The City shall pay three hundred dollars (\$300.00) per calendar year for each employee in the positions of Maintenance Worker, Police Support Officer, Surface Water Program Coordinator, and Project Engineer for the cost of purchasing or repairing safety footwear when such footwear is required by the City. Receipts are not required. Newly-hired employees in the categories listed above shall be given three hundred dollars (\$300.00) for the purchase of such footwear on the date they are hired, but will not qualify for additional payments in the year of their hire.

**Section 19.2** Reclassifications. If an employee believes there has been a significant change to their job duties, they may submit a reclassification request pursuant to the City's adopted personnel policies.

The City will notify the Union President or designee, in writing, of the following changes proposed by the City:

- Permanent changes to bargaining unit job descriptions altering duties, qualifications, or pay.
- Permanent reclassification of bargaining unit employees.
- The establishment of new classifications or new positions in the bargaining unit.

- Change in status of bargaining unit personnel from exempt or non-exempt.

Notification will be provided at least fourteen (14) calendar days prior to the proposed changes taking effect. After being notified by the City, the Union has seven (7) calendar days to submit a demand to bargain, including a description of the issues the Union wishes to address. If the Union fails to timely submit a bargaining demand, it waives the right to bargain. If a timely bargaining demand is received, the City and Union shall schedule formal bargaining sessions to address the issues.

Any changes agreed upon by the City and Union implicating new classifications or pay adjustments for bargaining unit employees shall not take effect unless approved by the City Council. The City retains the right to proceed with the exercise of management rights while impacts bargaining provided by this section takes place.

The procedure outlined in this section shall not apply to temporary adjustments to work assignments and classifications of bargaining unit employees, including temporary “out of class” assignments and coverage for emergent issues or temporary vacancies.

**Section 19.3** Lead Maintenance Worker Premium Pay. The City shall pay a Maintenance Worker an additional \$3.00 per hour as premium pay when that person is assigned the Lead role by the Public Works Director or designee. The primary purpose of the Lead role designation is to provide skilled and experienced Maintenance Workers with the opportunity to train, mentor, and provide on-site supervision of Maintenance Workers or temporary seasonal workers. The Lead will lay out daily work assignments as approved by the Public Works Supervisor and direct maintenance workers on how to perform their work duties more efficiently. A Maintenance Worker in the Lead role shall have authority from the Public Works Supervisor to direct the work activities of other Maintenance Workers. The Lead Maintenance Worker shall not have responsibility or authority to conduct performance evaluations or take disciplinary action. The Lead Worker will not otherwise assume the responsibilities of the Public Works Supervisor unless explicitly directed to do so by the Supervisor, and then only on a short-term temporary basis. The Lead designation may be assigned on an annual basis for an entire calendar year when determined necessary by the Director to train other staff, but in no case for a period of less than six (6) months.

**Section 19.4** The public works maintenance section may, as needed, hire up to two temporary seasonal workers to assist with the increased workload associated with the active vegetation growth season. The seasonal workers may not work longer than six (6) months each and may not start before March 1st, or work beyond November 30th. The duties of a seasonal worker shall be at a lower skill level than those of a Maintenance Worker and will be documented in the Maintenance Aide – Seasonal job description. If any seasonal workers are employed, a designated Maintenance Worker will receive Lead Maintenance Worker premium pay as defined in section 19.3.

**Section 19.5** Uniform Cleaning for Police Support Officer. The City shall pay for cleaning of sweaters, outerwear, and class “A” uniform two (2) times per year.

**Section 19.6** Labor Management Committee. The Employer and Union will maintain a Labor Management Committee to provide a forum for communication between the parties to promote constructive labor-management relations. Committee meetings will take place monthly or on a calendar mutually agreed upon by the parties. At least 48 hours before each meeting, the parties will exchange topics for discussion. Committee

meetings will be used for discussions and the exchange of information. The Committee shall not serve as a replacement for the collective bargaining process. If the parties desire to modify, delete, or add to any provisions of this Agreement, or make changes to any other mandatory subjects of bargaining, formal collective bargaining sessions will be scheduled.

**Section 19.7** PFML Premiums. The Employment Security Department annually establishes premium rates for Washington's Paid Family and Medical Leave (PFML) Program, including the employer share and the maximum allowable employee share. The City will continue paying the employer share of PFML premiums. The Union confirms that Members will continue to pay the employee share of PFML premiums.

**Section 19.8** Supplemental CSR Sick Leave. CSRs accrue sick leave under Article 9.2 for the purposes of fully satisfying the Washington State paid sick leave law. This Section 19.8 is intended to supplement accrued sick leave.

To reward service, the City grants supplemental frontloaded sick leave to CSR on the basis of their continuous service to the City as follows:

- (A) CSR with at least twelve (12) months but less than sixty (60) months of continuous service are eligible for four (4) hours of sick leave frontloaded on January 1 of each year.
- (B) CRS with sixty (60) months or more of continuous service are eligible for eight (8) hours of sick leave frontloaded on January 1 of each year.
- (C) Newly hired CSR are eligible for four (4) hours of sick leave frontloaded upon their hire date; but they will not qualify for additional frontloaded sick time until January 1 of the following year.

Upon separation, frontloaded supplemental sick leave may be cashed out under Section 9.6.

## **ARTICLE 20. - ENTIRE AGREEMENT**

**Section 20.1** The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement.

**Section 20.2** The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 21. - SAVING CLAUSE**

If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of re-negotiations for the purpose of adequate replacement.

## **ARTICLE 22. - SUPREMACY AND EXTRA AGREEMENTS**

**Section 22.1** The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Union.

**Section 22.2** In the event of conflict, the Agreement shall control over City ordinance, policy or rule.

**Section 22.3** Matters not addressed in this Agreement, shall be governed by the City Personnel Policies and the City may change, modify or repeal any such policies which are not mandatory subjects of bargaining, at any time without bargaining with the Union.

**Section 22.4** This Agreement supersedes and cancels all prior practices and agreements, whether written or oral.

## **ARTICLE 23. - NO STRIKE CLAUSE**

**Section 23.1** The Union shall not cause or condone any strike or work stoppage and no employee shall strike or refuse to perform his/her assigned duties to the best of the employee's ability, nor cause or condone any slowdowns, or other interference with normal operations. Employees who are involved in such conditions shall be subject to discharge.

**Section 23.2** There shall be no work stoppage, slowdown, picketing, boycott, sympathy strike, refusal to cross a picket line for any reason (except when employee safety is jeopardized), regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy or regulation. In the event of any such activity, the Union agrees to take every appropriate step to promptly end such activity.

## **ARTICLE 24. - DURATION**

**Section 24.1** This Agreement shall become effective as of the date signed by the last party signing the Agreement. It shall remain in effect January 1, 2024 to December 31, 2027. Changes to the Agreement from those previously in effect shall become effective upon the execution of this agreement unless a specific, different effective date is indicated for a particular change, e.g. Appendix A, Wages as set forth herein.

**Section 24.2** Only employees employed by the Employer on the effective date of this agreement shall be compensated under the terms of this agreement. Separated employees shall receive compensation in accordance with the applicable negotiated terms that were in effect at the time of the employee's termination.

CITY OF MILL CREEK  
WASHINGTON

  
Martin Yamamoto, City Manager

DATE: 2/13/2024


ATTEST:

BY:   
Adrian Garcia, City Clerk

WASHINGTON COUNCIL OF  
COUNTY AND CITY  
EMPLOYEES (AFL-CIO)

  
Sean Hare, Union Representative

DATE: 2/13/24

  
Denise Gilbertson, Union President

DATE: 2/13/24

## **APPENDIX A: ADMINISTRATIVE LEAVE PROCEDURES**

For employees designated "exempt" under the Fair Labor Standards Act (FLSA), the City is not required to pay overtime compensation for hours worked over 40 in a workweek. A policy of allowing administrative time off recognizes that exempt employees may frequently be required to attend night meetings in addition to performing their regular job responsibilities during the regular workday. Administrative time off is not meant to compensate employees on an hour-for-hour basis for hours worked over 40 in a workweek because exempt employees are paid a set salary regardless of the quantity, or quality, of work.

Administrative time off is not accrued; it is granted at the beginning of the calendar year as a bank of hours. Timecards should reflect actual time worked as regular hours, and time off recorded as sick time, vacation time, administrative time, etc.

The following are the policies and procedures regarding administrative time off for exempt employees who are not department managers:

- A bank of 40 hours administrative time (AT) will be given to these employees at the beginning of each calendar year.
- Since AT is not accrued during the year, AT off may be taken any time during the calendar year.
- Employees do not vest in AT - use it or lose it each calendar year.
- AT off is recorded for absences of 4 or more hours per day (except when flextime is used). For example, if an employee works from 8:00 a.m. - 2:00 p.m., no AT off need be recorded for the hours between 3:00 and 5:00 p.m. If an employee works from 8:00 a.m. to 11:30 a.m., four and one-half hours of AT off would be recorded.
- Upon approval by their supervisor, employees have the option of using flextime (instead of using administrative time off) during the workweek preceding or following the flextime. For example, an employee who is required to work on a Saturday may choose to substitute that working Saturday for another regular workday by taking a day off during the preceding or following week.
- Employees are expected to typically work an approximate number of hours, depending on which work schedule has been approved for them, each calendar month. These hours should be accounted for as hours worked or hours used for an approved leave (e.g. sick, vacation, administrative time off, etc.).
- Regular part-time employees and new hires will be provided administrative leave on a pro-rated basis.
- Employees shall not be paid for any unused administrative leave upon separation of employment.

## **EXEMPT EMPLOYEES WHO USE A FLEX-TIME SCHEDULE**

The following explains how leave time is accounted for under a flex-time schedule. For illustration purposes, a 44/36 hour schedule is used, but the same guidelines would apply under other flex-time schedules such as a 4/10 schedule.

**Sick Leave:** If a flex/exempt employee is sick for a full day, they will take nine hours of sick leave (unless it is their eight-hour Friday). If the employee leaves sick in the middle of a nine-hour day, they will take enough sick leave to bring that day's total hours up to nine hours unless the absence is less than four (4) hours, in which case it does not need to be counted against a leave bank.

**Vacation:** If a flex/exempt employee takes a full vacation day, they will take nine hours of vacation (unless it is their eight-hour Friday). If the employee takes vacation for over four hours but less than a full day (on a nine-hour day) they will take vacation hours or draw from the 40-hour bank to bring that day's total hours up to nine hours.

**Other:** Employees will receive their regular salary even when the work week includes a Holiday or Wellness Day.

## Appendix B: Salary Plan

January 1, 2024 5.0%

January 1, 2025 4.5%

January 1, 2026 3.5%

January 1, 2027 3.0%

### City of Mill Creek Pay & Classification Plan: AFSCME 2024 8-Step Pay Plan (effective 01.01.2024)

Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
22	<b>Information Systems and Technology Manager*, Project Engineer-Engineer III*</b>	Annual	98,803	102,756	106,866	111,140	115,586	120,209	125,018	130,019
		Monthly	8,234	8,563	8,905	9,262	9,632	10,017	10,418	10,835
		Hourly	47.5016	49.4017	51.3778	53.4329	55.5702	57.7930	60.1047	62.5089
20	<b>Project Engineer-Engineer II*</b>	Annual	89,618	93,202	96,930	100,808	104,840	109,034	113,395	117,931
		Monthly	7,468	7,767	8,078	8,401	8,737	9,086	9,450	9,828
		Hourly	43.0854	44.8088	46.6012	48.4652	50.4038	52.4200	54.5168	56.6974
18	<b>Staff Accountant*, Senior Planner*, Surface Water Program Coordinator*</b>	Annual	81,286	84,537	87,919	91,435	95,093	98,897	102,852	106,967
		Monthly	6,774	7,045	7,327	7,620	7,924	8,241	8,571	8,914
		Hourly	39.0797	40.6429	42.2686	43.9594	45.7177	47.5464	49.4483	51.4262
16	<b>Planner* Communications, Marketing, &amp; Recreation Program Manager*</b>	Annual	73,729	76,678	79,745	82,935	86,252	89,702	93,290	97,022
		Monthly	6,144	6,390	6,645	6,911	7,188	7,475	7,774	8,085
		Hourly	35.4465	36.8643	38.3389	39.8724	41.4673	43.1260	44.8511	46.6451
14	<b>Associate Planner/Permit Coordinator</b>	Annual	66,874	69,549	72,331	75,224	78,233	81,362	84,617	88,002
		Monthly	5,573	5,796	6,028	6,269	6,519	6,780	7,051	7,333
		Hourly	32.1510	33.4370	34.7745	36.1655	37.6121	39.1166	40.6812	42.3085
13	<b>Police Support Officer, Maintenance Worker</b>	Annual	63,690	66,237	68,887	71,642	74,508	77,488	80,588	83,811
		Monthly	5,307	5,520	5,741	5,970	6,209	6,457	6,716	6,984
		Hourly	30.6200	31.8448	33.1186	34.4433	35.8210	37.2539	38.7440	40.2938
12	<b>Accounting Technician</b>	Annual	60,657	63,083	65,606	68,231	70,960	73,798	76,750	79,820
		Monthly	5,055	5,257	5,467	5,686	5,913	6,150	6,396	6,652
		Hourly	29.1619	30.3284	31.5415	32.8032	34.1153	35.4799	36.8991	38.3751
11	<b>Records &amp; Evidence Technician</b>	Annual	57,768	60,079	62,482	64,981	67,581	70,284	73,095	76,019
		Monthly	4,814	5,007	5,207	5,415	5,632	5,857	6,091	6,335
		Hourly	27.7732	28.8842	30.0395	31.2411	32.4907	33.7904	35.1420	36.5477
7	<b>Customer Service Representative</b>	Annual	47,526	49,427	51,404	53,460	55,599	57,823	60,136	62,541
		Monthly	3,961	4,119	4,284	4,455	4,633	4,819	5,011	5,212
		Hourly	22.8491	23.7631	24.7136	25.7021	26.7302	27.7994	28.9114	30.0679

\* Denotes FLSA Exempt Position

## Appendix B: Salary Plan

January 1, 2024 5.0%

January 1, 2025 4.5%

January 1, 2026 3.5%

January 1, 2027 3.0%

City of Mill Creek										
Pay & Classification Plan: AFSCME 2025 8-Step Pay Plan (effective 01.01.2025)										
Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
22	Information Systems and Technology Manager*, Project Engineer-Engineer III*	Annual	103,250	107,379	111,675	116,142	120,787	125,619	130,644	135,869
		Monthly	8,604	8,948	9,306	9,678	10,066	10,468	10,887	11,322
		Hourly	49.6392	51.6248	53.6897	55.8373	58.0708	60.3937	62.8094	65.3218
20	Project Engineer-Engineer II*	Annual	93,650	97,396	101,292	105,344	109,558	113,940	118,498	123,237
		Monthly	7,804	8,116	8,441	8,779	9,130	9,495	9,875	10,270
		Hourly	45.0242	46.8252	48.6982	50.6461	52.6720	54.7788	56.9700	59.2488
18	Staff Accountant*, Senior Planner*, Surface Water Program Coordinator*	Annual	84,944	88,341	91,875	95,550	99,372	103,347	107,481	111,780
		Monthly	7,079	7,362	7,656	7,963	8,281	8,612	8,957	9,315
		Hourly	40.8383	42.4718	44.1707	45.9375	47.7750	49.6860	51.6735	53.7404
16	Planner* Communications, Marketing, & Recreation Program Manager*	Annual	77,046	80,128	83,333	86,667	90,133	93,739	97,488	101,388
		Monthly	6,421	6,677	6,944	7,222	7,511	7,812	8,124	8,449
		Hourly	37.0415	38.5232	40.0641	41.6667	43.3334	45.0667	46.8694	48.7441
14	Associate Planner/Permit Coordinator	Annual	69,883	72,679	75,586	78,609	81,754	85,024	88,425	91,962
		Monthly	5,824	6,057	6,299	6,551	6,813	7,085	7,369	7,663
		Hourly	33.5978	34.9417	36.3393	37.7929	39.3046	40.8768	42.5119	44.2124
13	Police Support Officer, Maintenance Worker	Annual	66,556	69,218	71,986	74,866	77,861	80,975	84,214	87,583
		Monthly	5,546	5,768	5,999	6,239	6,488	6,748	7,018	7,299
		Hourly	31.9979	33.2778	34.6089	35.9932	37.4330	38.9303	40.4875	42.1070
12	Accounting Technician	Annual	63,386	65,922	68,559	71,301	74,153	77,119	80,204	83,412
		Monthly	5,282	5,493	5,713	5,942	6,179	6,427	6,684	6,951
		Hourly	30.4742	31.6931	32.9608	34.2793	35.6505	37.0765	38.5595	40.1019
11	Records & Evidence Technician	Annual	60,368	62,783	65,294	67,906	70,622	73,447	76,385	79,440
		Monthly	5,031	5,232	5,441	5,659	5,885	6,121	6,365	6,620
		Hourly	29.0230	30.1839	31.3913	32.6469	33.9528	35.3109	36.7234	38.1923
7	Customer Service Representative	Annual	49,665	51,651	53,717	55,866	58,101	60,425	62,842	65,355
		Monthly	4,139	4,304	4,476	4,656	4,842	5,035	5,237	5,446
		Hourly	23.8773	24.8324	25.8257	26.8587	27.9331	29.0504	30.2124	31.4209
* Denotes FLSA Exempt Position										

January 1, 2024 5.0%  
January 1, 2025 4.5%  
January 1, 2026 3.5%  
January 1, 2027 3.0%

## City of Mill Creek

### Pay & Classification Plan: AFSCME 2026 8-Step Pay Plan (effective 01.01.2026) *Corrected*

Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
22	<b>Project Engineer-Engineer III*</b>	Annual	106,863	111,138	115,583	120,207	125,015	130,015	135,216	140,625
		Monthly	8,905	9,261	9,632	10,017	10,418	10,835	11,268	11,719
		Hourly	51.3766	53.4316	55.5689	57.7916	60.1033	62.5074	65.0077	67.6080
20	<b>Project Engineer-Engineer II*</b>	Annual	96,928	100,805	104,837	109,031	113,392	117,928	122,645	127,551
		Monthly	8,077	8,400	8,736	9,086	9,449	9,827	10,220	10,629
		Hourly	46.6000	48.4640	50.4026	52.4187	54.5155	56.6961	58.9639	61.3225
18	<b>Staff Accountant*, Senior Planner*, Surface Water Program Coordinator*</b>	Annual	87,917	91,433	95,091	98,894	102,850	106,964	111,243	115,692
		Monthly	7,326	7,619	7,924	8,241	8,571	8,914	9,270	9,641
		Hourly	42.2676	43.9583	45.7167	47.5453	49.4471	51.4250	53.4820	55.6213
16	<b>Planner*</b>	Annual	79,743	82,933	86,250	89,700	93,288	97,020	100,900	104,936
		Monthly	6,645	6,911	7,188	7,475	7,774	8,085	8,408	8,745
		Hourly	38.3380	39.8715	41.4664	43.1250	44.8500	46.6440	48.5098	50.4502
14	<b>Associate Planner/Permit Coordinator, Information Systems &amp; Technology Technician</b>	Annual	72,329	75,222	78,231	81,361	84,615	88,000	91,520	95,180
		Monthly	6,027	6,269	6,519	6,780	7,051	7,333	7,627	7,932
		Hourly	34.7737	36.1646	37.6112	39.1157	40.6803	42.3075	43.9998	45.7598
13	<b>Police Support Officer, Maintenance Worker, Community Engagement, Marketing, &amp; Recreation Coordinator</b>	Annual	68,885	71,640	74,506	77,486	80,586	83,809	87,161	90,648
		Monthly	5,740	5,970	6,209	6,457	6,715	6,984	7,263	7,554
		Hourly	33.1178	34.4425	35.8202	37.2530	38.7431	40.2928	41.9046	43.5807
12	<b>Accounting Technician</b>	Annual	65,605	68,229	70,958	73,796	76,748	79,818	83,011	86,331
		Monthly	5,467	5,686	5,913	6,150	6,396	6,652	6,918	7,194
		Hourly	31.5407	32.8024	34.1145	35.4790	36.8982	38.3741	39.9091	41.5055
11	<b>Records &amp; Evidence Technician</b>	Annual	62,481	64,980	67,579	70,282	73,094	76,017	79,058	82,220
		Monthly	5,207	5,415	5,632	5,857	6,091	6,335	6,588	6,852
		Hourly	30.0388	31.2404	32.4900	33.7896	35.1412	36.5468	38.0087	39.5290
7	<b>Customer Service Representative</b>	Annual	51,403	53,459	55,598	57,821	60,134	62,540	65,041	67,643
		Monthly	4,284	4,455	4,633	4,818	5,011	5,212	5,420	5,637
		Hourly	24.7130	25.7015	26.7296	27.7988	28.9107	30.0671	31.2698	32.5206

\* Denotes FLSA Exempt Position

January 1, 2024 5.0%  
January 1, 2025 4.5%  
January 1, 2026 3.5%  
January 1, 2027 3.0%

## City of Mill Creek

### Pay & Classification Plan: AFSCME 2027 8-Step Pay Plan (effective 01.01.2027) Corrected

Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
22	<b>Project Engineer-Engineer III*</b>	Annual	110,069	114,472	119,051	123,813	128,765	133,916	139,273	144,844
		Monthly	9,172	9,539	9,921	10,318	10,730	11,160	11,606	12,070
		Hourly	52.9179	55.0346	57.2360	59.5254	61.9064	64.3827	66.9580	69.6363
20	<b>Project Engineer-Engineer II*</b>	Annual	99,836	103,829	107,983	112,302	116,794	121,466	126,324	131,377
		Monthly	8,320	8,652	8,999	9,358	9,733	10,122	10,527	10,948
		Hourly	47.9981	49.9180	51.9147	53.9913	56.1510	58.3970	60.7329	63.1622
18	<b>Staff Accountant*, Senior Planner*, Surface Water Program Coordinator*</b>	Annual	90,554	94,176	97,943	101,861	105,936	110,173	114,580	119,163
		Monthly	7,546	7,848	8,162	8,488	8,828	9,181	9,548	9,930
		Hourly	43.5357	45.2771	47.0882	48.9717	50.9306	52.9678	55.0865	57.2900
16	<b>Planner*</b>	Annual	82,135	85,421	88,838	92,391	96,087	99,930	103,927	108,084
		Monthly	6,845	7,118	7,403	7,699	8,007	8,328	8,661	9,007
		Hourly	39.4881	41.0677	42.7104	44.4188	46.1955	48.0433	49.9651	51.9637
14	<b>Associate Planner/Permit Coordinator, Information Systems &amp; Technology Technician</b>	Annual	74,499	77,479	80,578	83,801	87,153	90,640	94,265	98,036
		Monthly	6,208	6,457	6,715	6,983	7,263	7,553	7,855	8,170
		Hourly	35.8169	37.2496	38.7396	40.2891	41.9007	43.5767	45.3198	47.1326
13	<b>Police Support Officer, Maintenance Worker, Community Engagement, Marketing, &amp; Recreation Coordinator</b>	Annual	70,952	73,790	76,741	79,811	83,003	86,323	89,776	93,367
		Monthly	5,913	6,149	6,395	6,651	6,917	7,194	7,481	7,781
		Hourly	34.1113	35.4758	36.8948	38.3706	39.9054	41.5016	43.1617	44.8882
12	<b>Accounting Technician</b>	Annual	67,573	70,276	73,087	76,010	79,051	82,213	85,501	88,921
		Monthly	5,631	5,856	6,091	6,334	6,588	6,851	7,125	7,410
		Hourly	32.4870	33.7865	35.1379	36.5434	38.0052	39.5254	41.1064	42.7507
11	<b>Records &amp; Evidence Technician</b>	Annual	64,355	66,929	69,607	72,391	75,286	78,298	81,430	84,687
		Monthly	5,363	5,577	5,801	6,033	6,274	6,525	6,786	7,057
		Hourly	30.9400	32.1776	33.4647	34.8033	36.1954	37.6432	39.1489	40.7149
7	<b>Customer Service Representative</b>	Annual	52,945	55,063	57,265	59,556	61,938	64,416	66,993	69,672
		Monthly	4,412	4,589	4,772	4,963	5,162	5,368	5,583	5,806
		Hourly	25.4544	26.4726	27.5315	28.6327	29.7780	30.9692	32.2079	33.4963

\* Denotes FLSA Exempt Position