

GIG HARBOR CITY COUNCIL MEETING

FEBRUARY 22, 1993

7:00 P.M., CITY HALL COUNCIL CHAMBERS

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
FEBRUARY 22, 1993**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution Adopting the Whistle Blower Act.
2. Approval of Guild Contracts.
3. New Street Name - Artena Lane.
4. Request for Time Extension of Shoreline Permit - SDP 87-04 - Hauge.
5. Special Occasion Liquor License - Fisherman's Wives Club.

DEPARTMENT MANAGERS' REPORTS: None scheduled.

MAYOR'S REPORT: None scheduled.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

Warrants # through # in the amount of \$

EXECUTIVE SESSION: Discussion of legal matters.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 8, 1993

PRESENT: Councilmembers, Stevens-Taylor, Platt, English, Markovich, and Mayor Wilbert. Councilman Frisbie arrived later in the meeting.

PUBLIC COMMENT:

Marilyn Owel - 8823 Franklin Avenue. Ms. Owel distributed a copy of the flyer being circulated regarding the new Hazardous Household Waste Program that has been in place for one week. She noted that a few calls had come in, and that she would monitor the response in the following weeks and report back.

CALL TO ORDER: 7:04 p.m.

APPROVAL OF MINUTES:

MOTION: To approve the minutes, with corrections, of the meeting of January 25, 1993.
English/Markovich - unanimously passed.

CORRESPONDENCE:

Central Puget Sound Growth Planning Hearing's Board. Mayor Wilbert briefly explained this press release outlining the Board's first findings.

OLD BUSINESS:

1. Resolution for Groundwater Management.
A motion to approve this resolution was made without further discussion.

MOTION: To adopt Resolution #373 as written.
Markovich/English - unanimously passed.

NEW BUSINESS: None scheduled.

DEPARTMENT MANAGERS' REPORTS:

1. Ben Yazici - Bio-Cycle Conference.
Mr. Yazici presented information regarding the upcoming Biocycle Conference. He explained due to EPA's new regulations, current processing of biosolids won't meet standards. With the current wastewater treatment plant expansion project, the city is being encouraged to make changes to conform to the standards using one of three options: 1) Increasing the digester size, which is very costly; 2) Increase the current lime operation, costing approximately \$75,000 initially and \$15,000 annually thereafter; or 3) Composting.
Mr. Yazici invited council participation, and will coordinate attendance with Councilmembers English and Markovich.

MAYOR'S REPORT:

Mayor Wilbert gave a brief review of several current projects, and will report further as these progress. She announced she would attend the open house for the new Gig Harbor Wellness Center on February 11, 1993.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Americans with Disabilities meeting on Wednesday, February 24, at 5:30 p.m. at City Hall. Purpose is to get input from citizens.
2. North Harborview Planning Meetings - February 10th and March 1st, 7:00 p.m. at City Hall.

APPROVAL OF BILLS:

MOTION: To approve warrants #10034 through #10110, less #10038, 10039 and 10043, in the amount of \$52,867.93.
Platt/English - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To approve warrants #8005 through #8123, less #8000, used as a feeder, and #'s 8001-8004 and 8035 used for test patterns, in the amount of \$145,988.42.
Platt/English - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session at 8:30 p.m. to discuss personnel issues.
English/Stevens-Taylor - unanimously approved.

Councilman Frisbie came in and joined council in Executive Session.

MOTION: To return to regular session at 8:40 p.m.
English -Taylor/Platt - unanimously approved.

ADJOURN:

MOTION: To adjourn at 8:47 p.m.
English/Stevens-Taylor - unanimously approved.

Cassette recorder utilized.
Tape 302 Side B 000 - 452.

Mayor

City Administrator



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

To: City Council Members and Mayor Wilbert
From: Mark Hoppen, City Administrator *MH*
Subject: Resolution adopting the Whistle Blower Act
Date: 2/19/93

Last spring, the State Legislature enacted a new law protecting local government employees who report improper governmental actions. The "Local Government Employee Whistleblower Act" protects employees from retaliation when they report a wrongdoing. This law requires all local governments to adopt policies for reporting information concerning improper governmental actions.

The Act provides a process for adjudicating claims that are not resolved at the local level. The process, using the State's Office of Administrative Hearings, is simple to implement and inexpensive (a surcharge of 10 cents per hour is added to the amount charged by the State Auditors Office for their annual audits). The funds generated from this surcharge are then used to pay for the first 24 hours of costs associated with a hearing to review each case. This cost would amount currently to about \$20-\$25 dollars per year added to our audit bill.

Alternatively, it is possible to establish a separate program to protect whistleblowers that establishes a review process and an impartial adjudication system (not using the procedures, timelines and adjudication process outlined in the Act).

CITY OF GIG HARBOR

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE LOCAL GOVERNMENT EMPLOYEE WHISTLEBLOWER ACT POLICY, CHAPTER 42.41 OF TITLE 42 RCW: PUBLIC OFFICERS AND AGENCIES.

WHEREAS, revisions to state statute require that the City of Gig Harbor implement a policy designed to encourage the reporting of improper governmental actions taken by City officers and employees and to protect persons who have made such reportings from retaliation; and

WHEREAS, the City Council has reviewed the policy attached hereto as Exhibit 'A' and believes its adoption to be both required by law and in the best interest of the citizens of the City of Gig Harbor;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, hereby **RESOLVE** as follows:

Section 1. The LOCAL GOVERNMENT EMPLOYEE WHISTLEBLOWER ACT CITY OF GIG HARBOR POLICIES AND PROCEDURES attached hereto as Exhibit 'A' is hereby approved and adopted by the City Council.

PASSED this ____ day of February, 1993.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 2/18/93
Passed by city council:

ATTACHMENT 'A'

Reporting Improper Governmental Action and Protecting Employees Against Retaliation

Policy Statement

It is the policy of the City of Gig Harbor (1) to encourage by its employees of improper governmental action taken by City of Gig Harbor officers or employees and (2) to protect City of Gig Harbor employees who have reported improper governmental actions in accordance with the City of Gig Harbor's policies and procedure(s).

Definitions

As used in this policy, the following terms shall have the meanings indicated:

1. "Improper governmental action" means any action by a City of Gig Harbor officer or employee:
 - a. That is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and
 - b. That (i) is in violation of any federal, state, or local law or rule, (ii) is an abuse of authority, (iii) is of substantial and specific danger to the public health or safety or (iv) is a gross waste of public funds.

"Improper governmental action" does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of labor agreements or reprimands.

2. "Retaliatory action" means any adverse change in the terms and conditions of a City of Gig Harbor employee's employment.
3. "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

Procedures for Reporting

City of Gig Harbor employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person

designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the City of Gig Harbor Administrator or such other person as may be designated by the City of Gig Harbor Administrator to receive reports of improper governmental action.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper actions.

The supervisor, the City of Gig Harbor Administrator or the City of Gig Harbor Administrator's designee, as the case may be, shall take prompt action to assist the City of Gig Harbor in properly investigating the report of improper governmental action. City of Gig Harbor officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

City employees may report information about improper governmental actions directly to the appropriate government agency with responsibility for investigating the action if the employee reasonably believes that an adequate investigation was not undertaken by the city to determine whether an improper governmental action occurred, or that insufficient action has been taken by the city to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

City employees who fail to make a good-faith attempt to follow the city's procedures in reporting improper governmental action shall not receive the protection provided by the city in these procedures.

Protection Against Retaliatory Actions

City officials and employees are prohibited from taking retaliatory action against a city employee because he or she has in good faith reported an improper governmental action in accordance with these policies and procedures.

Employees who believe that they have been retaliated against for reporting an improper governmental action should advise the City Administrator in writing. The City Administrator shall take appropriate action to investigate and address complaints of retaliation.

If the City Administrator does not satisfactorily resolve an employee's complaint that he or she has been retaliated against in violation of this policy, the employee may obtain protection under this policy and pursuant to state law by providing a written notice to the Mayor that:

- a. Specifies the alleged retaliatory action, and
- b. Specifies the relief requested.

City employees shall provide a copy of their written charge to the City Administrator no later than thirty (30) days after the occurrence of the alleged retaliatory action. The City Administrator shall respond within thirty (30) days to the charge of retaliatory action.

After receiving either the response of the City Administrator or thirty days after the delivery of the charge to the City Administrator, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the Mayor within the earlier of either fifteen (15) days of delivery of the City Administrator's response to the charge of retaliatory action, or forty-five (45) days of delivery of the charge of retaliation to the City Administrator for response.

Upon receipt of request for hearing, the Mayor shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge:

Office of Administrative Hearings
P.O. Box 42488, 4224 Sixth S.E.
Rowe Six, Building 1
Lacey, Washington 98504-2488
(206) 459-6353

The City will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay, or dismissed.

Responsibilities

The City Administrator is responsible for implementing the city's policies and procedures (1) for reporting improper governmental action, and (2) for protecting employees against retaliatory actions. This includes ensuring that these policies and procedures (1) are permanently posted where all employees will have reasonable access to them, (2) are made available to any employee upon request, and (3) are provided to all newly-hired employees. Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of these policies and procedures may result in appropriate

disciplinary actions, up to and including dismissal.

List of Agencies

Following is a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact the City Administrator.

Kitsap County Prosecuting Attorney
614 Division Street
Port Orchard, WA 98366
1-800-872-4503

Bremerton/Kitsap County Health Department
109 Austin Drive
Bremerton, Washington 98312
(206) 478-5235

Puget Sound Air Pollution Control Agency
(206) 296-7330

State Attorney General's Office
Fair Practices Division
2000 Bank of California Center
900 Fourth Avenue
Seattle, Washington
(206) 464-6684

State Auditor's Office
Legislative Building
P.O. Box 40021
Olympia, Washington 98504-0021
(206) 753-5280

State Department of Ecology
3190 160th S.E.
Bellevue, Washington 98008-5852
(206) 649-7000

Human Right Commission
402 Evergreen Plaza Building, FJ-41
711 South Capitol Way
Olympia, Washington 98504-2490

Department of Labor & Industries
300 West Harrison, Room 201
Seattle, Washington
(206) 281-5400

Environmental Protection Agency
Criminal Investigations
1200 Sixth Avenue
Seattle, Washington
(206) 553-8306

Equal Employment Opportunity Commission
2815 Second, Suite 500
Seattle, Washington
(206) 553-0968

Department of Labor
Occupational Safety & Health (OSHA)
1111 Third Avenue, Suite 715
Seattle, Washington 98101-3212
(206) 553-5930

Adoption

These policies and procedures were adopted by the City Council of the City of Gig Harbor on February ____, 1993 and are effective immediately.

Gretchen A. Wilbert, Mayor

MEH/mmt:\u\m\s\whistle



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

To: City Council and Mayor Wilbert
From: Mark Hoppen, City Administrator *MH*
Subject: Guild Contract Approval: Employees and Supervisors
Date: 2/18/93

Two guild contracts follow this memo for your approval. Both contracts are identical except for definitions and salary schedules, and the employee guild contract includes an agreement for clothing needs which mirror our current contracts. The supervisor guild (Bill Irely and Dave Brereton) did not feel that such items needed to be negotiated.

Please note that new employees of both guilds will be subject to a different vacation earning schedule which is limited to a maximum earning capacity per year of 20 days. This is the original schedule articulated by Council. The Construction Inspector (a one year position ending 12/31/93) and the yet-to-be-hired Sewer Treatment Plant Operator will be subject to this new schedule.

A G R E E M E N T

By and Between

CITY OF GIG HARBOR

and

GIG HARBOR EMPLOYEES' GUILD

1993

PREAMBLE

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

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full time as non-uniformed personnel for the Employer, but shall not include those employees within the Police Officer's Guild or supervisory or confidential employees, including the Chief of Police, Police Lieutenant, Police Sergeant, City Administrator, Administrative Assistant, Public Works Director, Public Works Supervisor, Sewage Treatment Chief Operator, Planning Director, and Finance Officer.

ARTICLE II - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

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

deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE III - NONDISCRIMINATION

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

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

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections b, c, d, or e of this article.

- a. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- b. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of two times the regular straight time for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).

- c. Employees will receive a minimum of 2 hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.
- d. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- e. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used within ninety (90) days from the date earned and at a time mutually agreeable to Employer and the Employee.

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

ARTICLE V - WAGE RATES

Section 1. Effective January 1, 1993, members of the Guild shall receive a cost-of-living increase in their salaries of three and five-tenth percent (3.5%). The salary schedule (see Attachment "A"), reflects adjustments required due to a salary survey and the cost of living increase. This salary schedule will be effective February 1, 1993 through December 31, 1993.

Section 2. Movement within each salary range shall be governed by the City's 1992 Personnel Regulations as shown within Attachment "B".

Section 3. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 4. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such

textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement.

ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior to February 1, 1993 based upon the following schedule:

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

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31).

Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:

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

During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31).

ARTICLE VII - HOLIDAYS

The following holidays established by the Legislature as state holidays shall be recognized by the city as city holidays:

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

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*Floating Holiday	(taken at employee's discretion)

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

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

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

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

ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - Association of Washington Cities Plan- A with orthodontia and chiropractic coverage.
- 2) Dental - AWC Trust (Plan A - Washington Dental Service).
- 3) Vision - AWC Trust (Western Vision Service Plan).

ARTICLE IX - LEAVES

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

Section 2. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1) (a), (b), or (c), and continued for more than four continuous work days.

Section 3. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). No sick leave shall be allowed for the first day of absence when the employee has taken sick leave (other than for reasons listed in Sections 4 and 5 of this article.) on three (3) separate occasions within the preceding six (6) month period. Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

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

- A. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- B. Medical or dental treatment of the employee or his/her dependents.
- C. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- D. Maternity or paternity purposes relating to childbirth or related circumstances.

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

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law,

father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

Section 6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

Section 7. Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

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

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

ARTICLE X - BENEFIT PLAN

Section 1. The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

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

- A. Long-term disability
- B. Life insurance and
- C. A deferred compensation plan for retirement income.

Section 3. Workmen's Compensation. The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

ARTICLE XI - STAND-BY PAY

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

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

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

ARTICLE XII - RIGHT OF ACCESS--GUILD REPRESENTATION

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

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

ARTICLE XIII - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters which may result in suspension without pay, loss of accrued leave, demotion and/or termination, has the right to:

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

Section 2. - City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

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

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

ARTICLE XIV - GRIEVANCE PROCEDURES

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

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

Step One - The Respective Department Head.

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

Step Two - City Administrator.

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

Step Three - Mediation.

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

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE XV - PERSONNEL POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent

personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

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

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

ARTICLE XVI - PERSONNEL RECORDS

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

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

ARTICLE XVII - UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full time police clerks will be assigned the following uniform items:

1. 1 skirt, or 1 jumper, or 1 skort
2. 2 blouses
3. 1 vest
4. 1 pair of slacks

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

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

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

C. Safety Equipment:

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

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

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

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

C. Safety Equipment:

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

At the time of employment, and as needed thereafter, to be determined by the department head, full time employees who make periodic inspections including the Engineering Technician, Planning Associate and the Building Official/Fire Marshal will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. 1 pair safety shoes or boots
3. 1 winter jacket
4. 2 coveralls

B. Rain Gear:

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

C. Safety Equipment:

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

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

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy.

ARTICLE XVIII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

ARTICLE XIX - SAVING CLAUSE

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

ARTICLE XX - COMPLETE AGREEMENT

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

ARTICLE XXI - TERM OF AGREEMENT

This Agreement is effective January 1, 1993, and shall continue in full force and effect to and including December 31, 1993.

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

IN WITNESS WHEREOF, we attached our signatures this _____ day of _____, 1993.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Gretchen Wilbert, Mayor

Willy Hendrickson
Willy Hendrickson, Co-President

Mark E. Hoppen
City Administrator/Clerk

Steven H. Bowman
Steven H. Bowman, Co-President

ATTEST:

Linda Gratzner
Linda Gratzner,
Secretary

ATTACHMENT A
1993 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Fire Marshall / Building Official	\$2,633	\$3,291
Construction Inspector	2,490	3,113
Associate Planner	2,485	3,106
Sewer Plant Operator	2,394	2,993
Equipment Operator	2,381	2,976
Maintenance Worker	2,229	2,786
Engineering Technician	2,214	2,768
Court Administrator	2,021	2,526
Laborer	1,887	2,359
Court Clerk	1,837	2,296
Police Clerk	1,774	2,218
Accounting Clerk	1,774	2,218
Utility Clerk	1,774	2,218
Office Clerk	1,620	2,025
Assistant Court Clerk	1,620	2,025
Receptionist	1,591	1,989

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGE ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
 - a. Ability of city to pay;
 - b. Compensation survey information;
 - c. Changes in cost-of-living;
 - d. Desires of the employees;
 - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative

compensation and must be earned through exemplary performance each evaluation period.

MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increase shall be within the city's budget in an appropriate fund within each department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be recommended by the respective department head, subject to approval by the City Administrator and confirmation by the Mayor.

A G R E E M E N T

By and Between

CITY OF GIG HARBOR

and

GIG HARBOR EMPLOYEES' GUILD
SUPERVISORY BARGAINING UNIT

1993

PREAMBLE

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

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as notified by letter to the Public Employment Relations Commission on December 1, 1992. The bargaining unit covered by this Agreement shall include only the Public Works Supervisor and the Wastewater Treatment Plant Supervisor.

ARTICLE II - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

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

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE III - NONDISCRIMINATION

Section 1. No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections b, c, d, or e of this article.

- a. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- b. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of 2 times the regular straight time for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- c. Employees will receive a minimum of 2 hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work

from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.

- d. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- e. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used within ninety (90) days from the date earned and at a time mutually agreeable to Employer and the Employee.

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

ARTICLE V - WAGE RATES

Section 1. Effective January 1, 1993, members of the Guild shall receive a cost-of-living increase in their salaries of three and five-tenth percent (3.5%). The salary schedule (see Attachment "A"), reflects adjustments required due to a salary survey and the cost of living increase. This salary schedule will be effective February 1, 1993 through December 31, 1993.

Section 2. Movement within each salary range shall be governed by the City's 1992 Personnel Regulations as shown within Attachment "B".

Section 3. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 4. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to the maximum rate of one hundred sixty (\$160.00) dollars per credit hour. The city agrees to reimburse reasonable expenses for textbooks

required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. A grade of 3.0 (on a 4.0 scale) or better must be obtained in a given course in order for that course to be reimbursed.

ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior to February 1, 1993 based upon the following schedule:

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

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31).

Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:

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

During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hour per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31).

ARTICLE VII - HOLIDAYS

The following holidays established by the Legislature as state holidays shall be recognized by the city as city holidays:

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

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*Floating Holiday	(taken at employee's discretion)

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

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

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

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

ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - Association of Washington Cities Plan-A with orthodontia and chiropractic coverage.
- 2) Dental - AWC Trust (Plan A - Washington Dental Service).
- 3) Vision - AWC Trust (Western Vision Service Plan).

ARTICLE IX - LEAVES

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

dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous work days.

Section 3. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). No sick leave shall be allowed for the first day of absence when the employee has taken sick leave (other than for reasons listed in Sections 4 and 5 of this article.) on three (3) separate occasions within the preceding six (6) month period. Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

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

- A. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- B. Medical or dental treatment of the employee or his/her dependents.
- C. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- D. Maternity or paternity purposes relating to childbirth or related circumstances.

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

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

Section 6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

Section 7. Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from their base pay. Travel time will be granted in the calculation of this deduction.

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

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

ARTICLE X - BENEFIT PLAN

Section 1. The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

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

- A. Long-term disability
- B. Life insurance and
- C. A deferred compensation plan for retirement income.

Section 3. Workmen's Compensation. The city shall insure city employees with the State Workmen's compensation plan.

An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

ARTICLE XI - STAND-BY PAY

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

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

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

ARTICLE XII - RIGHT OF ACCESS--GUILD REPRESENTATION

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

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of

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

ARTICLE XIII - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters which may result in suspension without pay, loss of accrued leave, demotion and/or termination, has the right to:

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

Section 2. - City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

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

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

ARTICLE XIV - GRIEVANCE PROCEDURES

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

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

Step One - The Respective Department Head.

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

Step Two - City Administrator.

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

Step Three - Mediation.

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

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration

Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE XV - PERSONNEL POLICIES

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

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

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

ARTICLE XVI - PERSONNEL RECORDS

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

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

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

ARTICLE XVII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

ARTICLE XVIII - SAVING CLAUSE

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

ARTICLE XIX - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to

bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XX - TERM OF AGREEMENT

This Agreement is effective January 1, 1993, and shall continue in full force and effect to and including December 31, 1993.

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

IN WITNESS WHEREOF, we attached our signatures this _____ day of _____, 1993.

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor

Mark E. Hoppen
City Administrator/Clerk

GIG HARBOR EMPLOYEES' GUILD

Dave Brereton
Dave Brereton, Co-President

William Irey
Bill Irey, Co-President

ATTACHMENT A
1993 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Public Works Supervisor	2,934	3,668
Sewer Plant Supervisor	2,729	3,411

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGE ADJUSTED ANNUALLY

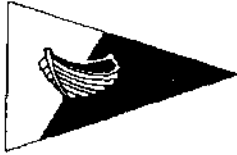
1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
 - a. Ability of city to pay;
 - b. Compensation survey information;
 - c. Changes in cost-of-living;
 - d. Desires of the employees;
 - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to

5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increase shall be within the city's budget in an appropriate fund within each department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be recommended by the respective department head, subject to approval by the City Administrator and confirmation by the Mayor.



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR GRETCHEN WILBERT AND CITY COUNCIL
FROM: *SB* STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
RE: NEW STREET NAME "ARTENA LANE"
DATE: FEBRUARY 17, 1993

The city has received a request to name a private lane "Artena Lane". Notification of the proposed new street name has been circulated to adjoining property owners, city, county and public agencies for comments. Please find attached: copies of the letters suggesting the street name and location maps. Additional comments were not received from other agencies.

COMMENTS AND RECOMMENDATIONS:

Artena Lane: The Addressing Ordinance recognizes the use of Peninsula Historical Society names or others as allowed by the Gig Harbor City Council. Artena is a historical name recognized by the Peninsula Historical Society and is recommended for approval.

MEMORANDUM FROM: CITY OF GIG HARBOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 145
GIG HARBOR, WASHINGTON 98335

REQUEST COMMENTS FOR:

New/~~Change~~ of address New/Change of street name

Owner/Project Name . . . _____

Present Address/Name . . _____

New Address/Name ARTENA LANE

Owner's Office Phone No. _____

Owner's Home Phone No. . _____

Copy of memo sent to: _____ Date: January 26, 1993

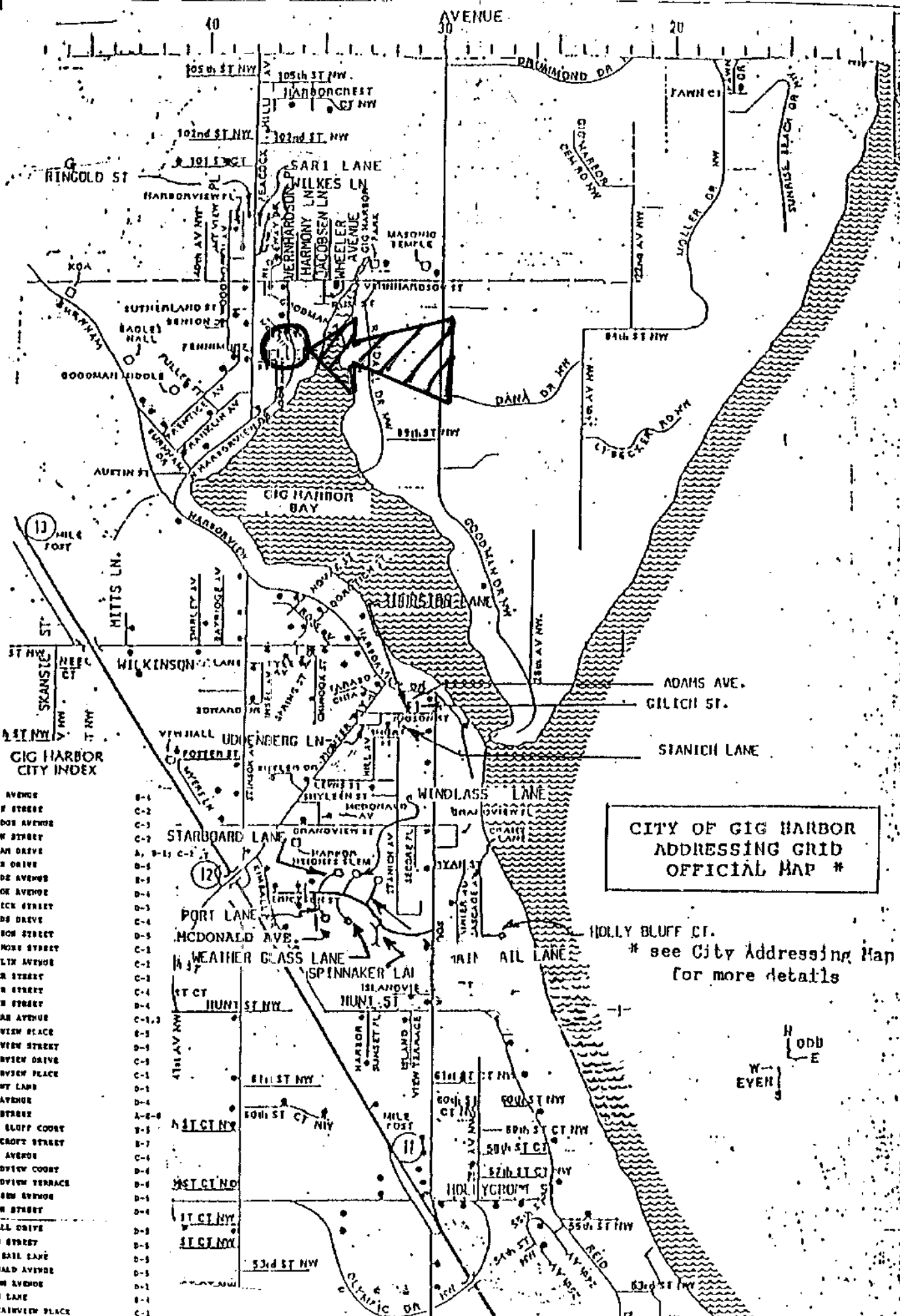
- Planning/Building . . . City Hall
- Gig Harbor Police . . . City Hall
- Public Works City Hall
- Water & Sewer City Hall
- Fire Prevention 6711 Kimball Drive, Gig Harbor
- Post Office Gig Harbor
- Peninsula Light P.O. Box 78
- 9-1-1 Emergency Staff . 8102 Skansie Attn:Janie
Carpenter
- Cable TV Puget Sound . 2316 S. State St., Tacoma 98405
- 9-1-1 Tacoma Office. . .Rm B-33, 930 Tacoma Ave. S,
Tacoma, WA 98402

COMMENTS:

If comments are not received by February 10, 1993,
the Address/Name change will be finalized. You will
receive an official notice stating the approved
Address/Name change. This is not a notice of approval.

If you have any questions or if we may be of any
assistance, please call Steve Bowman, Building Official at
851-8136.

Encl: Grid map ; A.P. map ; Information letter _____

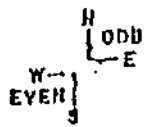


GIG HARBOR CITY INDEX

- ADAMS AVENUE C-4
- ADSTIF STREET C-2
- SARRIDGE AVENUE C-3
- BENSON STREET C-2
- BURNER DRIVE D-4
- BUTLER DRIVE D-4
- CASCADE AVENUE D-1
- CRINOOK AVENUE D-4
- DOBOSICK STREET D-3
- EDWARDS DRIVE C-4
- ERICKSON STREET D-5
- FENIMORE STREET C-1
- FRANKLIN AVENUE C-2
- FULLER STREET C-1
- FOSTER STREET C-4
- GELICH STREET D-4
- GOODMAN AVENUE C-1,2
- GRANDVIEW PLACE D-3
- GRANDVIEW STREET D-1
- HARBORVIEW DRIVE C-1
- HARBORVIEW PLACE C-1
- SARAHOT LANE D-1
- HILL AVENUE D-4
- HOLT STREET A-2,8
- HOLT SLOPP COURT D-5
- SOLLICROFT STREET D-7
- IBREX AVENUE C-4
- ISLANDVIEW COURT D-4
- ISLANDVIEW TERRACE D-6
- JACOBSON AVENUE D-1
- JOSON STREET D-4
- KIMBALL DRIVE D-3
- LEWIS STREET D-5
- MATH BAIL LANE D-5
- MCDONALD AVENUE D-5
- MILTON AVENUE D-1
- NITTS LANE D-4
- MOUNTAINVIEW PLACE C-1
- NIRES LANE C-4

**CITY OF GIG HARBOR
ADDRESSING GRID
OFFICIAL MAP #**

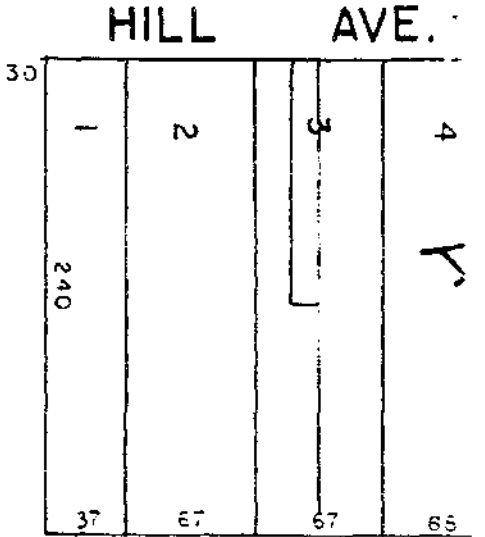
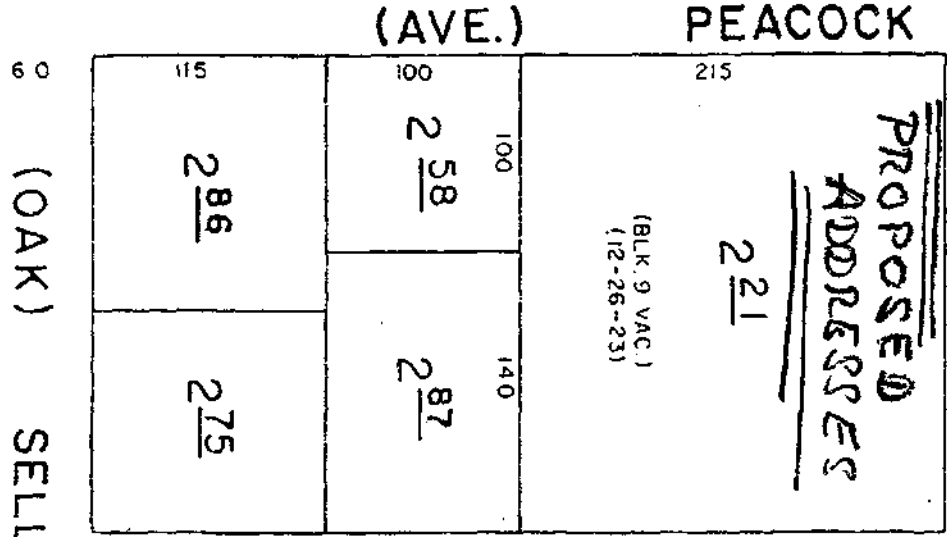
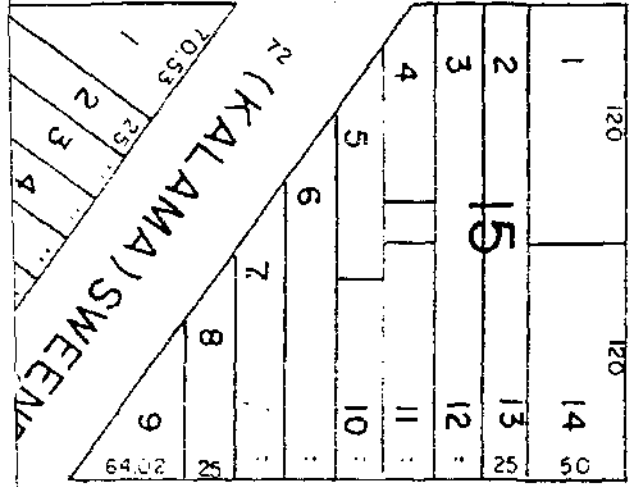
HOLLY BLUFF CT.
* see City Addressing Map
for more details



70
80
50

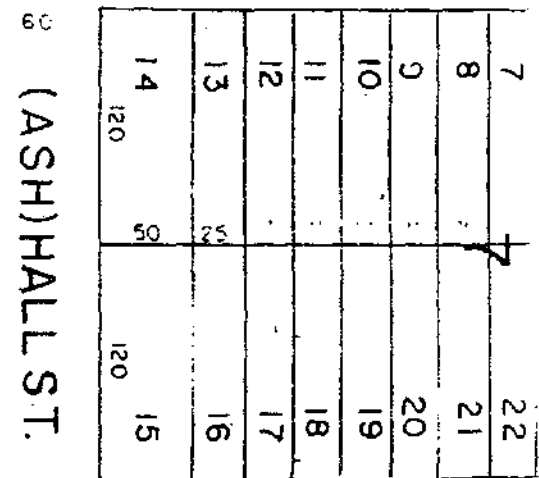
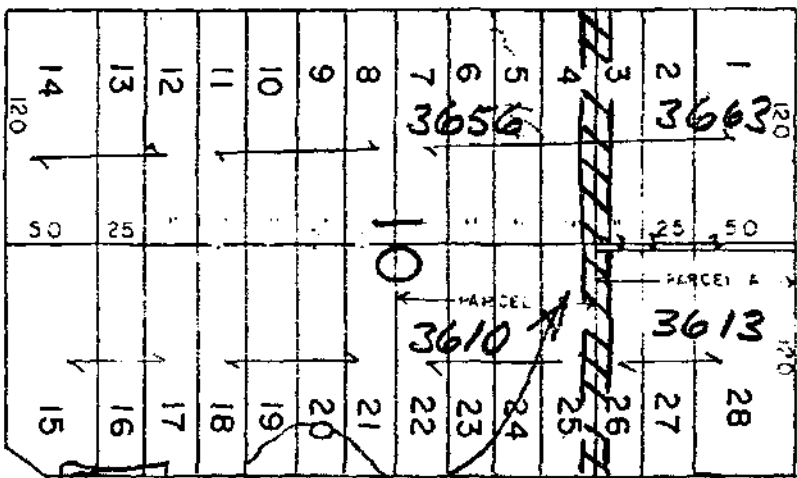
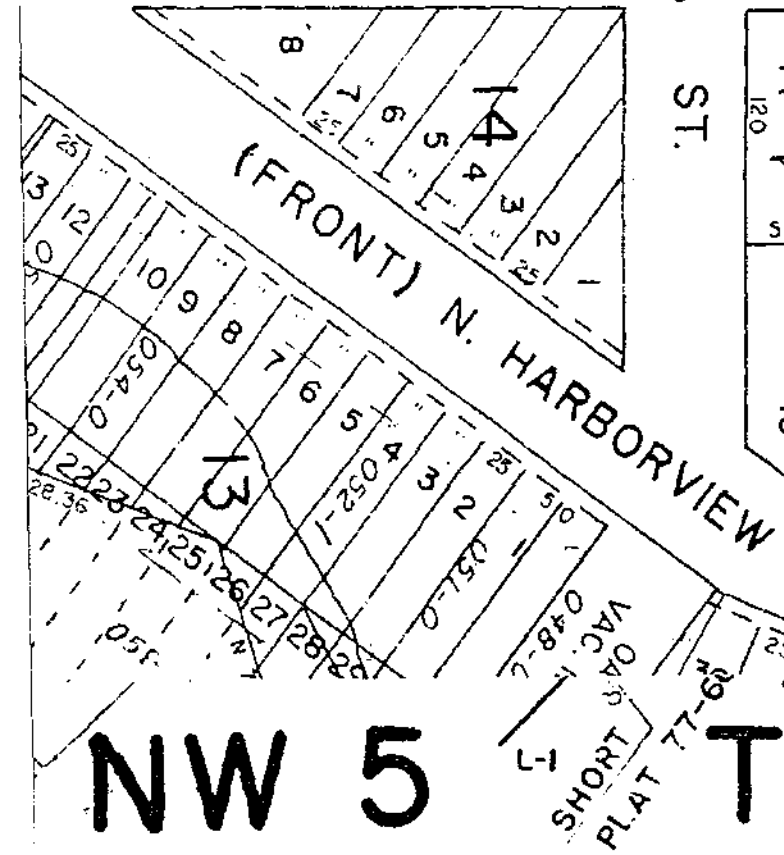


A)



(CHEHALIS)

GOODMAN (ST.) AVE.



NEW PRIVATE
LANE
ARTERIAL
LANE

(COLUMBIA)

MILTON (ST.) AVE

NW 5

T 21 N

R 2 E

ROAD 3

SCHOOL 401

F.P.D. 5

ALTERNATE
200-1000

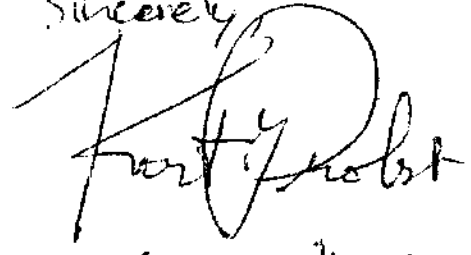
1/24/11

To City of Gig Harbor:

Attn: Steve Bouman:

In regards to the information sent concerning the naming of the easement off of Milton Ave, my choice for a name would be Antena Lane.

Sincerely,



4310 Milton Ave
536-6939

Return Original to: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075

TO: MAYOR OF GIG HARBOR

DATE: 2 8 93

RE: SPECIAL OCCASION #351502

NEVILLES SHORELINE
 8827 N HARBOR VIEW
 GIG HARBOR, WA

CLASS I FOR: FISHERMAN WIVES CLUB

DATE: MARCH 13, 1993 TIME: 6PM TO 2AM
 PLACE: GIG HARBOR YACHT CLUB

CONTACT: LINDSAY BABICH 884-4855

RETAIL LICENSES

- A - Restaurant or dining place - Beer on premises.
- B - Tavern - Beer on premises.
- C - Wine on Premises
- D - Beer by open bottle only - on premises
- E - Beer by bottle or package - off premises
- F - Wine by bottle or package - off premises
- H - Spirituous liquor by individual glass and/or beer and wine on premises
- L - Spirituous liquor by individual glass and/or beer and wine on premises
for non profit arts organization during performances.
- P - Gift delivery service or florist with wine.

SPECIAL OCCASION LICENSES

- G - License to sell beer on a specified date for consumption at specific place
- I - Annual added locations for special events (Class H only).
- J License to sell wine on a specific date for consumption
at a specific place.
- Wine in unopened bottle or package in limited quantity for off
premises consumption.
- K - Spirituous liquor by the individual glass for consumption at a specific place

NON-RETAIL LICENSES

- N1 - Manufacturers, except Distiller, Breweries and Wineries
- N2 - Distiller's License
- N3 - Distiller's License (Commercial Chemist)
- N4 - Distiller's License (Fruit and/or Wine)
- N5 - Liquor Importer
- NS - Ship Chandler - Duty Free Exporter
- B1 - Domestic Brewers
- B2 - Beer Wholesaler
- B3 - Beer Certificate of Approval in state
- B4 - Beer Importer
- W1 - Domestic Winery
- W2 - Wine Wholesaler
- W3 - Wine Importer
- W4 - Wine certificate of approval in state
- W5 - Bonded Wine Warehouse
- W6 - Growers License - to sell wine in bulk

PERMITS

- Class 4 - Annual Permit
- Class 11 - Bed & Breakfast
- CCI
- CCI 1 - Interstate Common Carrier

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS (10 DAYS notice given for Class I) from the date listed above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

- | | | |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>

If you have indicated disapproval of the application, location or both, please submit a statement of all facts upon which such objections are based.

Signature of Mayor, City Manager, County Commissioners or Designee

Date