

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME)

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)**

**LABOR AGREEMENT**

**BY AND BETWEEN**

**THE**

**CITY OF OLYMPIA**

**AND**

**THE WASHINGTON STATE COUNCIL OF**

**COUNTY AND CITY EMPLOYEES**

**AND LOCAL 618-O, AFL CIO**

**January 1, 2025 through December 31, 2027**

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Each Labor Agreement and any associated Memo of Understanding (MOU) have specific effective dates.



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## **PREAMBLE**

The City of Olympia, a municipal corporation, hereinafter known as the "Employer," does hereby enter into an agreement with Washington State Council of County and City Employees Council 2 and Local 618-O, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter known as "Union," for the purpose of providing harmonious working relations between the Employer and the employees, promoting efficiency, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, working conditions and other conditions of employment.

## **1. RECOGNITION**

**1.1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, for all regular full-time and regular part-time (specifically excluding temporary, seasonal and emergency employees) in positions in Public Works; Parks, Arts and Recreation; Community Planning and Development (CP&D), and the Office of Community Vitality, as listed below:

- Building Inspector
- Clean Team Worker
- Construction Inspector
- Contracts Manager
- Data Control Specialist
- Dispatch Service Coordinator
- Electrical Inspector
- Engineering Plans Examiner
- Engineering Technician II
- Field Crew Leader
- Fleet Operations Specialist
- Inventory Control Specialist I
- Inventory Control Specialist II
- Lead Construction Inspector
- Lead Worker
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Mapping Coordinator
- Master Mechanic
- Park Ranger
- Parking Services Field Representative
- Permit Specialist
- Program Aide (Parks Stewardship)
- Program Assistant (Customer Service, Budget and Administrative Services, Parks Operations)
- Program Specialist (Drinking Water Utility, Planning & Engineering, Parking Services, Parks Stewardship, Housing & Homelessness Services, Budget and Administrative Services)

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- PW Administrative Specialist
- Refuse/Recycle Collector
- Senior Data Control Specialist
- Senior Master Mechanic
- Senior Plans Examiner
- Senior Program Specialist (Housing & Homelessness Services)
- Senior Traffic Signal Technician
- Sign Technician
- Survey Coordinator
- Traffic Signal Technician

**1.2.** The Employer and the Union agree that the Employer has the right to employ seasonal-temporary and seasonal-emergency hire workers so long as said employment does not supplant regular full-time or regular part-time bargaining unit positions.

It is recognized and agreed that those employed as seasonal-temporary or seasonal-emergency hire employees are not members of the bargaining unit and as such, except where specifically provided in the collective bargaining agreement (CBA), shall not be subject to the terms and conditions of the CBA. However, as a condition of the Employer employing seasonal-temporary and seasonal-emergency hire employees, the Union will require a reasonable "work permit fee" not to exceed twelve dollars (\$12.00) per pay period.

**1.2.1.** The terms seasonal-temporary and seasonal-emergency hires shall be defined as an employee performing bargaining unit work and occupying a position on less than a year-round basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief, and other situations involving fluctuating staff. Seasonal peak workloads for all departments covered by this CBA shall be considered February 15 to November 15.

**1.2.2.** Except as provided otherwise herein, the Employer shall not employ seasonal-temporary and/or seasonal-emergency hire employees in excess of nine (9) consecutive months. The Employer will not rehire a seasonal-temporary or seasonal-emergency hire employee for a thirteen (13) week period after their seasonal employment has ended into another seasonal-temporary or seasonal-emergency hire position.

**1.2.3.** For seasonal-temporary and seasonal-emergency hire employees, the Employer retains the right to assign duties and shift schedules of these employees. These employees will not receive any Employer benefits covered by this CBA. These employees shall be at-will and are not entitled to any notice should their services no longer be needed by the Employer.

**1.2.4.** The Employer agrees to comply with municipal ordinance, state and federal law regarding paying and benefiting these seasonal-temporary and seasonal-emergency hire employees.

**1.2.5.** The Employer and the Union agree that as a general principle, seasonal-temporary and seasonal-emergency hire employees shall not have their nine (9) month appointment extended. However, both parties agree that on the rare occasions and with special circumstances, the parties may enter into a written agreement that would allow specific extension of the aforementioned timelines.

**1.2.6.** Seasonal-temporary and seasonal-emergency hire employees will not supervise regular full or regular part-time employees.

**1.2.7.** In exchange for the payment of the "work fee permit" by the Employer to the Union, the Union agrees to not seek a unit clarification of the current AFSCME unit to include seasonal-temporary and seasonal-emergency hire employees/positions.

**1.3.** When any new position is created, that position will be included or excluded from the bargaining unit consistent with the position's duties, responsibilities, confidentiality, and general organizational structure of the particular department. The Union will be notified of newly created positions within work groups where bargaining unit members are employed.



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**1.4** The City may make limited non-permanent appointments (emergency hire) to fill in during a workload peak, extended leave of a permanent employee, or while recruitment is being conducted. Nonpermanent, or temporary, full-time appointments will not exceed ninety (90) days without approval from the Union. If the non-permanent appointment is anticipated to last less than ninety (90) days, the city will pay the Union a "work permit fee" not to exceed twelve dollars (\$12.00) per pay period. If the non-permanent position is anticipated to last longer than ninety (90) days, the City and the Union shall determine if the work is a long term specialty position conducting Bargaining Unit work and the employee shall be placed into the Bargaining Unit as a represented employee or if the employee should remain in a "worker permit fee" status. Regardless, the temporary employee will remain as an at will employee for the remainder of the worker agreement. Employees in non-permanent positions are not eligible to participate in benefit programs except those required by law, e.g., worker's compensation and state retirement programs.

**2. UNION SECURITY**

**2.1.** The City shall recognize the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative. Such neutrality does not preclude the Employer from informing its employees that while they are a member of the Union, whether they pay dues to the Union or not is up to the employee and the employee's job is not dependent on paying Union dues.

For current Union members and those who choose to join the Union, the Employer shall deduct monthly all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

If the Employer and Union agree to go to an electronic "Authorization for Payroll Deduction and Representation", the Employer shall provide an electronic copy of the document Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within ten (10) days of the employee executing the document.

The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, personal phone, work email, birth date, job classification, department, full or part-time employee hours worked and semi-monthly base wage. The Employer shall meet or exceed the language of RCW 41.56 monthly.

The Employer shall honor the terms and conditions of each employee's Authorization for Payroll Deduction form. When employee is a union member, 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 properly terminated in compliance with the terms of the Payroll Deduction Authorization executed by the employee.

Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution

**2.2.** Voluntary Public Employees Organized To Promote Legislative Equality (P.E.O.P.L.E.) Checkoff deduction: The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E. program.



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**2.3.** New Employee Orientation-The Employer agrees to notify the Union staff representative and Local Union Chapter Chair in writing of any new positions and new employees. At least two (2) full working days prior to the orientation of the new employee, or two (2) days upon hire, the Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official, at New Employee Orientation (NEO), shall, at no loss of pay, be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

**2.4.** Electronic Authorizations are Valid An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

**3. UNION-MANAGEMENT RELATIONS**

**3.1.** All collective bargaining with respect to wages, hours and working conditions, and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. Agreement reached between the parties to this contract shall become effective when signed by authorized representatives of the Employer and of the Union. Should there be any conflict between City rules, regulations or policy and this Agreement, the Agreement shall prevail.

**3.2.** The Employer agrees to furnish, and the Union agrees to maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such posting shall not include derogatory or inflammatory or defamatory information.

**3.3.** City Policies for Personnel Administration will be available for review on the City's internet. The Employer will ensure that employees will have access to the intranet upon request.

**3.4.** The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to post Union notices; distribute Union literature; transmit communications authorized by the local Union or its officers to the Employer or to an Employer representative; and consult with the Employer, Employer's representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement. However, such activities will not interfere with the work of said employees and shall be performed only with permission of the Supervisor or representative, usually twenty-four (24) hours in advance.

**3.5.** Authorized representatives of the American Federation of State, County and Municipal Employees, whether local union representatives, or international representatives, shall have full and free access to the public premises of the Employer at any time during working hours to conduct Union business; provided, however, that such conduct of Union business shall cause no disruption of the work required to be performed by employees.

**3.6.** The Employer and the Union agree to establish a Labor Management Committee composed of an equal number of representatives from each side, who shall be appointed to one (1) year terms. The purpose of this committee shall be to resolve differences at the lowest possible level and to provide a forum for an exchange of ideas. Meetings will be scheduled quarterly or as agreed upon by the parties and a record of each meeting will be posted and distributed to all Labor Management Committee members. Each side shall select a co-chair who will develop and publish the agenda and lead the meetings. The committee will operate on the principles of collaborative bargaining and shall publish joint minutes of each meeting. The committee shall not have the authority to alter this agreement, nor shall it substitute for the grievance procedure.

**3.7.** The Union shall provide the Department Directors with a current list of all stewards whenever changes occur.

**3.8.** The Employer will provide the Union with fourteen (14) days' notice of any changes to bargaining unit job descriptions and classifications.

**4. NONDISCRIMINATION**

**4.1.** Mindful of their legal and moral obligations, the parties agree that, in their service to the public, they will provide equal treatment for all. The Employer and the Union agree that they will not unlawfully discriminate against



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any employee. Sexual harassment and any other workplace harassment as defined in the City Policy shall be considered discrimination under this Article. The Union agrees to support diversity in the workplace.

**4.2.** Disciplinary action will be taken against employees who engage in any discriminatory activity under this Article. The Employer agrees to take corrective action to assure that any such practices are remedied and that such discrimination does not continue. Retaliation against a grievant or individuals cooperating with an investigation or grievance is prohibited.

**4.3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any Employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

## **5. MANAGEMENT RIGHTS**

**5.1.** Management retains all rights granted by statute to operate and manage the function of the Employer, to control, direct, and schedule its operations and work force, and to make any and all decisions affecting such operation, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline employees; select and determine the number of employees, including the number assigned any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine the schedule when overtime shall be worked; install or move equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance by employees of the Employer. Should the Employer consider contracting or subcontracting out bargaining unit work, the Employer shall give the Union a thirty (30) day written notice of such consideration, including the reasons for the contracting out. Prior to the City making a final decision, the Union will have thirty (30) days from the receipt of the notice to meet with the City and provide input and state their case for or against contracting out bargaining unit work. The decision to contract out rests solely with the employer. The City and the Union will negotiate the impacts of such contracting out on the employees as required by law. The timelines above shall not apply to short term subcontracting or assignment of bargaining unit work to non-bargaining unit employees in response to emergencies, unforeseen circumstances (e.g. situations when bargaining unit personnel are not readily available or when specialized skill or equipment is required), or when extraordinary manpower is needed beyond that available in the bargaining unit.

**5.2.** The only qualifications to the retention of rights set forth above shall be those rights specifically abridged or modified by this Agreement.

## **6. GRIEVANCE PROCEDURE**

**6.1.** Crucial to the cooperative spirit in which this Agreement is made between the Employer and the Union is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. A grievance is defined as a dispute arising during the term of this Agreement involving the interpretation, application, or alleged violation of an employee's terms and conditions of employment as set forth herein. It is agreed that the grievance procedure is the exclusive remedy for the redress of any grievance.

**6.1.1.** A determined effort shall be made by all parties to resolve differences at the lowest possible level. The Employer agrees to allow reasonable time during working hours to employees and a steward for investigation and processing of a grievance.

### **6.2. Step One (1):**

**6.2.1.** An employee or group of employees who thinks they are aggrieved shall consult with a Union Shop Steward, and they shall, within ten (10) working days of the occurrence or the date when the employee reasonably should have known of the occurrence which gave rise to the grievance, discuss the facts with the employee's supervisor. The supervisor shall provide a proposed solution, which may be in writing, to the grievance within ten (10) working days of the discussion.

### **6.3. Step Two (2):**



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**6.3.1.** If the supervisor's proposed solution is not satisfactory, the Union may put the facts of the grievance in writing and submit the grievance to the appropriate department director within ten (10) working days of the supervisor's response or failure to respond. The written notice shall contain the factual allegations surrounding the occurrence, the specific articles of the contract alleged to be violated, and the proposed remedy sought by the grievant. The appropriate department director may meet with the parties and shall reply to the employee and the Union in writing within ten (10) working days after receipt of the written grievance.

**6.4. Step Three (3):**

**6.4.1.** If the department director's response is not satisfactory, the Union shall submit the grievance to the City Manager within ten (10) working days of the receipt of the department director's response or the department director's failure to respond. The City Manager shall meet with the grievant, the Union and other concerned parties, and shall respond in writing with a decision within ten (10) working days of receipt of the grievance. Both parties agree to exchange all information available to them no later than at the time of any meeting of the parties to the grievance.

**6.5. Step Four (4):**

Notwithstanding other provisions of Article 6, a grievance may be referred to mediation if the Union is not satisfied with the Employer's response at Step Three (3) of the grievance procedure or if no written decision has been received from the Employer within the time limits prescribed in Step Three (3). The Union must notify the Employer in writing within five (5) working days of the conclusion of Step Three (3) of the Union's desire to refer the grievance to mediation. The Employer shall respond to the Union within five (5) working days of receipt of the written notification.

**6.5.1.** The Employer and the Union must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines of procedures contained within the grievance procedure of the contract providing for the submission of a grievance to binding arbitration shall be held in abeyance.

**6.5.2.** The Employer and the Union shall establish a list of five (5) third party neutrals experienced in the art of grievance mediation. Should the parties be unable to agree on a mediator, they shall strike names from the established list.

**6.5.3.** Within five (5) working days following the parties' agreement to mediate the grievance, a mediation conference shall be scheduled with the selected mediator, to be held at a mutually convenient location.

**6.5.4.** Proceedings before the mediator shall be informal in nature. There shall be no formal evidence or rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure all necessary facts and considerations are revealed to them.

**6.5.5.** The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

**6.5.6.** In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

**6.5.7.** If no settlement is reached, a mediation of the grievance will continue in accordance with the arbitration procedure outlined within this Article. If the Union desires to appeal a grievance to arbitration, written notice must be made within ten (10) working days following the end of the mediation conference.

**6.6. Step Five:**

**6.6.1.** If the union is not satisfied with the response at Step 3, it may, by written notification to the City Manager within ten (10) working days of receipt of the answer at Step 3, request arbitration, the Employer and



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the Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the parties shall request the Public Employment Relations Commission, Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of nine (9) arbitrators. The arbitration shall be conducted under PERC rules. The parties shall alternately strike names from the list, a coin flip determining which party strikes the first name. The last remaining name shall be requested to hear the grievance.

**6.6.2.** Each party shall be responsible for compensating its own witnesses and legal representatives. The arbitrator's findings shall be final and binding on the parties. Cost of the arbitrator shall be shared equally by the parties.

**6.6.3.** The Arbitrator does not have authority to add to, delete from or modify any provisions of the Agreement. The Arbitrator shall consider and decide only the specific issue submitted to them in writing by the City and the Union and shall have no authority to make a decision on any other issue not submitted to them.

**6.7.** The time limit expressed throughout this procedure may be waived or extended by mutual agreement of the parties in writing. The steps in the grievance procedure may be eliminated by mutual consent. Failure on the part of management to respond within the prescribed time limits shall be construed as a negative answer, which shall allow the processing of the grievance at the next appropriate step.

**6.7.1.** Should the Union fail to take a grievance to the next step within the prescribed time limits, the grievance shall be deemed abandoned.

**6.7.2.** No employee or witness for an employee shall be discriminated against in any way or disciplined because of their use of the grievance procedure.

## **7. HOURS OF WORK/TRAINING TIME/CERTIFICATION**

### **7.1. Hours of Work**

Work schedules are established by the Employer to accommodate business and operational needs of a respective functional work area. The regular work cycle shall consist of seven (7) days and the work week shall consist of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday, excluding the meal period, followed by two (2) days off. The regular work cycle will run from 12:00 a.m. Monday to 11:59:59 p.m. the following Sunday.

**7.1.1.** Use of alternate work schedules (e.g. 4-10s, 9-80s, or alternate starting and ending days, etc...) may be permitted at the discretion of the Employer and may be denied, revised or discontinued with a minimum of two (2) weeks' notice to the affected employees and the Union based on the operational needs of the Employer. Changes to these schedules will be handled in the manner described in Section 7.2 - Work Schedules.

### **7.2. Work Schedules**

Regular work schedules shall be posted in all work locations. Temporary changes to established work schedules may be made by mutual consent between the employee and supervisor to address operational needs, seasonal workload needs, personal or family needs of the employee, or accommodations for light duty assignments. If the changes are not by mutual consent, temporary changes of up to two (2) months may be made with a minimum of two (2) weeks prior written notice to the Union and the affected employee(s), except when the City Manager or Division Director determines emergency action is required, in which case, notice shall be given as soon as reasonably possible under the circumstances.

**7.2.1.** The Employer reserves the sole right to determine operational needs. When the Employer believes a permanent schedule change is necessary to meet operational needs, it will notify the Union in writing. The Employer and Union will bargain in good faith any changes in hours of work necessary to meet the defined operational needs, using the process described below:

#### **1. Guiding Principles**

- a. City to allow adequate time to have meaningful and productive discussions.



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- b. City has the sole right to determine operational needs, for example where and when coverage is required.
- c. City and Union will work to reach agreement in a timely manner.

2. Process

- a. When the City identifies an operational need requiring a change in hours of work, the City shall notify the Union in writing of the need to make schedule changes.
- b. Union and City will work together to identify options and analyze pros and cons.
- c. The City reserves the right to determine operational needs.
- d. City and Union will bargain the changes to hours of work required to meet the operational needs.

Schedule changes proposed by the union that do not adversely affect the operations of the Employer will be discussed and may be implemented with mutual agreement.

**7.2.2.** Employees shall be allowed at least nine (9) hours off between shifts. If they are required to return to work sooner or receive less than two (2) weeks' notice of a schedule change (except in the case of an emergency, e.g. unavailable staff resources due to illness or injury), they shall be paid at the overtime rate for the ensuing shift. When possible, notice will be given the prior afternoon to employees who are requested to report to other than their usual work site. This section excludes employees assigned to standby duty.

**7.2.3.** If an employee is called out between 11:00 p.m. and 5:00 a.m. the employee will be paid at two times the regular rate of pay for the duration of the call, but not beyond the start of the employee's regular shift. The employee will receive nine (9) hours off for rest and recuperation before reporting back to work. This shall occur immediately following the completion of all tasks of the last call out. In some cases, call outs may extend into the employee's regular shift. Regular pay will apply for this period overlap. When operationally feasible, supervisors will send employees home for rest and recuperation.

In the cases of a significant event, an employee can work through the event and/or until the start of the next shift whichever is greater. No employee shall exceed twenty-four (24) continuous working hours. Employees may work over sixteen (16) hours, at their discretion. The employee will determine if they feel comfortable and safe working past sixteen (16) hours. The employee may, at any time, end their shift, after sixteen (16) hours, should they no longer feel safe performing their duties. Furthermore, a manager, supervisor, or lead may deem it unsafe for the employee to continue working and end their shift and/or provide coverage for a rest period. The Contractual Rest Period Article shall be followed upon the completion of work no matter how many OT hours worked. This policy would typically be triggered during a major event when supervisors are actively managing the workforce and are able to reassign call duty.

**7.3. Rest and Meal Breaks**

Each employee shall be authorized one (1), fifteen (15) minute paid break, scheduled as near as possible to the middle of each half-shift, and a thirty (30) minute unpaid meal break as near as possible to the middle of the shift. Employees may be required to remain on the job site during paid breaks.

**7.4. Overtime**

Overtime shall be paid for full-time schedules for any time worked in excess of the normally scheduled full-time workday and shall be compensated at the rate of time and one-half (1.5).



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**7.4.1.** Scheduled Overtime shall be offered equitably among qualified employees (does not include temporary or seasonal employees) desiring to work it. The City reserves the right to assign overtime if no one offers to work.

**7.5. Compensatory (Comp) Time**

An employee can be paid overtime or accrue comp time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of eighty (80) hours comp time, which can be cashed out at any time. All employees shall be allowed to maintain a comp time bank of forty (40) hours. Annually, any comp time earned through January 31 that is over the forty (40) hours limit will be cashed out and paid to the employee in their February 25 check. Employees may choose to use comp time for illness within the immediate family as defined in Article 10.

**7.6. Emergency Shifts/Snow and Ice Emergency**

Employees who are working other than their regular shifts to perform snow and/or ice control shall normally work no more than twelve (12) consecutive hours which shall include a paid half-hour mid-shift break and three (3) fifteen (15) minute breaks. Schedule change requirements authorized above are waived for emergency snow and/or ice conditions. Emergency Shift differential of six dollars (\$6.00) will be paid all hours worked to any employees if their schedule is changed to a twelve (12) hour shift between the hours of 6pm to 7am once snow and ice schedules are implemented.

**7.7. Standby and Call Out Pay:**

Employees placed on standby are required to remain within a 1-hour travel area. Cell phones will be provided to those employees. Employees must respond to the dispatch center within fifteen (15) minutes of any call. Standby pay shall be paid at a rate of three dollars and seventy-five cents (\$3.75) per hour. Standby pay shall be one and a half (1.5) times the regular rate for all Holidays listed in Article 8, except for New Years Day, July 4th, Thanksgiving Day, and Christmas where standby pay shall be paid at the rate of 2 times of the regular rate.

On January 1, 2026 the standby pay shall increase by twenty-five cents (\$0.25) per hour to four dollars (\$4.00) per hour.

On January 1, 2027 the standby pay shall increase by twenty-five cents (\$0.25) per hour to four dollars and twenty-five cents (\$4.25) per hour.

**7.7.1.** A call out is defined as any call received by an employee who is off duty that requires the employee to engage in work. Employees who are called out shall be paid overtime for a minimum of two (2) hours. If the callout is between the hours of 11:00 p.m. and 5:00 a.m., the employee will earn double time. Overtime outside that window will be paid at time and a half. There will be no additional compensation for calls taken by an employee who is already in "active" call out status unless the time spent in call out exceeds two (2) hours. An employee is considered to be in "active" call out status from the time the employee receives the call out until the employee has completed the task(s) required and has left the job site. However, if the employee receives an additional call before the end of the two (2) hour period, it will be considered an extension of the initial call.

If an employee is called back to work within one (1) hour of the beginning of their regularly scheduled full-time workday, the employee shall be compensated at one (1) hour overtime.

**7.7.2.** When the call can be resolved over the telephone, the employee will receive time and half (1.5) rate of regular pay at thirty (30) minutes increments. If the resolution is by telephone between 11:00 p.m. and 5:00 a.m., the compensation will increase to one (1) hour increments at two (2) times the regular rate of pay.

**7.7.3.** Whenever two (2) or more overtime or premium rates are applicable to the same hour or hours, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply. Compensation shall not be paid or comp time accrued more than once for the same hours under any provision of this CBA.



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7.7.3.1 Stand-by pay is not considered to be a "premium" pay. Therefore, when an employee goes on "active" status, they will continue to receive their hourly stand-by pay, as well as earn overtime or comp time for the appropriate number of hours worked. "Active" status does not include regular scheduled working hours.

7.7.4. When an employee takes unscheduled sick leave due to the employee's personal illness, the employee will not be eligible for standby and/or call back until after they have returned to work for a full shift. The supervisor will assign the standby to another eligible employee as necessary.

## 7.8. Shift Differential

Core hours of work are 7:00 a.m. to 4:30 p.m. Shift differential of \$1.00 per hour shall be paid for any shift beginning before 4:31 a.m. or ending after 7:29 p.m., as well as all hours of work regularly scheduled for weekends.

## 7.9. Training Time

Training work time, as defined by the Fair Labor Standards Act (FLSA), which is in excess of the normal daily shift may be compensated in time off on an hour for hour basis, as long as total work time does not exceed forty (40) hours per week. Work in excess of forty (40) hours per week shall be compensated per the overtime provision of this CBA.

1. **Flexing shifts within the week:** An employee, whose regular shift is eight (8) hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the eight (8) hour training. By the end of the day, the employee had put in ten (10) hours of work. The employee had already scheduled two hours off the next morning for a doctor's appointment. Instead of taking that time as sick leave, the employee chose to take the two hours extra training time earned the day before as straight time pay. The sick leave bank was not charged; the employee did not exceed the forty (40) hour work week.
2. **When Overtime is Paid:** An employee, whose regular shift is eight (8) hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the eight (8) hour training. By the end of the day, the employee had put in ten (10) hours of work. The rest of the week prior to and after the training were normal work days, so the employee had worked two hours more than the forty (40) hours in the work week. This employee will be paid overtime for two (2) hours in accordance with the labor agreement.
3. **When Overtime is Not Paid:** An employee whose regular shift is ten (10) hours and who works Monday through Thursday with Friday off, attended an all-day training on Thursday. The employee put in two hours of work before going to the eight (8) hour training. By the end of the day, the employee had put in ten (10) hours of work. The employee worked the full forty (40) hours for this week; the employee is not entitled to any overtime.

## 7.10. Certification

The Employer agrees to pay for licenses and certifications required by the employees' job classifications, except a Washington State Driver License.

7.10.1. **Certification of Mechanics:** ASE Masters Certification shall be a minimum qualification for all employees classified as Master Mechanic. All new hires must have the ASE Masters Certification upon hire in the area of expertise specified in the job announcement, unless they are hired under section 21.3, In-Training. An employee hired in an In-Training capacity will be subject to all the provisions of 21.3 and must have their certification by the completion of the six (6) or twelve (12) month in-training period.

Should the Master Mechanic not pass the recertification tests to maintain their certification, the employee must take the recertification test during the next testing cycle. If the employee does not pass this re-take, they will have one more opportunity to re-test during the next testing cycle. Failure to obtain the certification constitutes



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failure to meet the minimum qualifications of the job and is considered just cause for termination of employment.

**7.10.2. Commercial Driver's License (CDL):**

1. The Employer and Union agree to follow City Policy 35 – Commercial Driver's License regarding hiring qualified employees who are required to have a CDL to perform the duties of their position, by assisting with the cost of obtaining a CDL once an employee is hired. The Employer will consult with the Union prior to making changes to the policy.

2. The Employer will reimburse out-of-pocket expenses associated with required CDL health exams, up to the rate contracted by the Employer with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the Employer. If the employee wishes to use a medical service other than the contracted vendor, the Employer will reimburse only up to the amount contracted with the City-selected vendor; the employee will be responsible for charges in excess of the contracted amount.

**8. HOLIDAYS**

**8.1.** The following days shall be observed as paid holidays:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

**8.1.1.** Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on Saturday shall be observed on the preceding Friday.

**8.1.2.** Leave taken on these days is with pay and is not charged against annual leave. All regular full-time employees shall receive their regular compensation for each holiday. Regular part-time employees shall be compensated in proportion to the number of hours they are regularly scheduled to work

**8.1.3.** When a holiday falls on a scheduled day off, an alternate day off shall be scheduled within two (2) weeks. Up to twenty-four (24) hours for eight (8) hour shifts, twenty-seven (27) hours for nine (9) hour shifts, and thirty (30) hours for ten (10) hour shifts, of holiday time may be accrued provided it is used within ninety (90) days from the date earned.

**8.1.4.** Regular full-time employees who are required to work on a holiday with pay shall be compensated at a rate of time and one-half (1.5) for all hours worked plus a day of holiday pay equivalent to the FTE percentage the regular rate of pay. Employees who work on New Year's Day, July 4, Thanksgiving Day, and Christmas shall be compensated at a rate of double time for all hours worked in addition to a day of pay for the holiday equivalent to the FTE percentage at the regular rate of pay. This holiday premium pay shall be paid for all hours worked on both the actual holiday and the observed holiday, provided, that an employee who works both the actual and the observed holiday shall only receive the holiday premium for one of these days.



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**8.1.5.** An employee who is on vacation leave or sick leave when a holiday occurs will receive holiday pay for the holiday and it will not be charged against vacation or sick leave.

**8.1.6.** An employee who is called out to work on an observed holiday shall receive double time pay for those hours worked.

**8.1.7.** For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated in pay or in compensatory time off shall be regarded as hours worked.

**8.2. Floating Holiday**

In addition to the above listed holidays, each employee will be compensated for one (1) workday to be used as a paid holiday at the discretion of the employee, provided:

- a) The employee is not in a probationary status. Employees who are in a probationary period due to promotion, transfer or non-disciplinary demotion are an exception to this provision.
- b) The employee has not been given notice of termination of employment for cause or as a result of disciplinary action.
- c) The employee's absence will not adversely affect the City's operating capability and is approved by the supervisor.
- d) The employee's use of the floating holiday must be scheduled in advance of the absence.
- e) The floating holiday must be used within the calendar year of January 1 through December 31 and does not carry forward to the next calendar year.
- f) A floating holiday may be used for illness within the immediate family as defined in City Policy 13 – Leave
- g) The floating holiday may be taken in increments approved by the employee's supervisor, as long as the total hours taken do not exceed those allowed in City Policy 4 – Holidays.

**8.2.1** City employees shall receive one (1) additional personal holiday in the following calendar year if the City reaches "Well City" status in the previous calendar year of the contract.

**9. VACATION**

**9.1.** All regular employees shall accrue vacation leave in accordance with the following schedule:

During Years of Service	Hours Annually	Hours per Pay Period
1	96	4
2	108	4.5
3, 4 & 5	120	5
6 & 7	132	5.5
8 & 9	144	6
10, 11 & 12	156	6.5
13 & 14	168	7
15 & 16	180	7.5
17, 18, 19 & 20	192	8.0

Each Labor Agreement and any associated Memo of Understanding (MOU) have specific effective dates.



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During Years of Service	Hours Annually	Hours per Pay Period
21, 22, 23 & 24	204	8.5
25 +	216	9.0

**9.1.1.** Accrued vacation shall be credited as earned vacation for each month of service in accordance with the schedule above. There shall be no maximum accrual during the calendar year, but the maximum accrual shall be four hundred (400) hours by December 31 of each year. If an employee's vacation leave balance at the end of the year is less than four hundred (400) hours there will be no reset.

**9.2.** Regular part-time employees who work at least twenty (20) hours per week shall accrue vacation leave on a pro-rated basis according to the number of hours worked.

**9.3.** All employees who separate from City service for any reason except death after the probationary period shall be paid for unused, accrued vacation leave up to a maximum of two hundred and forty (240) hours.

**9.3.1** If an employee dies while employed by the Employer, their estate will be able to cash out the entire vacation bank up to four hundred (400) hours.

**9.3.2.** New employees in their probationary period shall accrue but cannot use nor be paid on separation for vacation leave.

**9.4.** Employees shall request their vacations in consultation with the department director or designee as far in advance as possible, preferably two (2) weeks ahead unless by mutual agreement or in cases of emergency. Should there be any conflict between the requests of employees; the more senior employee's request shall be granted if it was filed first. Use of vacation pay for unplanned personal emergencies must have the Supervisor's approval.

**9.5.** Employees who have accrued the maximum amount of vacation leave shall not be precluded from exceeding that amount if they have requested and been denied the use of vacation leave, provided the denial is written and the Supervisor is aware that the denial would result in the loss of vacation by the employee. Exceptions due to illness or injury shall be dealt with on a case by case basis.

**9.6.** Vacation may be used, at the employee's choice, for illness within the immediate family as defined in Article 10 - Sick Leave.

**9.7.** Essential worker compensated work: Each employee who is required to work regular in person shifts during emergent or hazardous conditions (Eg: working outdoors in dangerous air conditions, civil unrest, or public health closures) shall be compensated five percent (5%) above the employee's base rate. Generally, if City Manager calls an emergent health/safety or an event occurs which closes City Hall or other City buildings then any workers required to report to work at that location or in the surrounding area will be designated as essential workers. This does not apply to inclement weather or to long-standing state of emergencies declared by City Council (e.g. climate change, housing crisis). In situations which it is unclear if the essential worker compensation applies, the decision will be made by the department director or designee.

## **10. SICK LEAVE**

### **10.1. Accrual Rates**

Regular full-time employees shall accrue paid sick leave at the rate of eight (8) hours of sick leave for each full month of continuous service. There is no cap on sick leave accrued during the year, but an employee accrued sick leave will be reset at a maximum of nine hundred sixty (960) hours on January 1, of each year. Anything over the nine hundred sixty (960) hours will be forfeited if not used by the January 1 reset.

Regular part-time employees shall be entitled to paid sick leave accrual equivalent to the number of hours worked, provided they work at least twenty (20) hours per week.

### **10.2. Acceptable Use**



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Accrued sick leave may only be used for the following reasons:

- A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- B. An absence to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

In addition to the immediate family members covered in City Policy 13, Section 4.1 (b) for the purposes of sick leave, child shall also include a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; and parent shall also include a person who stood in loco parentis when the employee was a minor child.

- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

- D. A serious health condition as defined by the Family Medical Leave Act (FMLA). FMLA benefits are governed by the City's Personnel Guidelines and federal law.

- E. For health conditions as defined by the FMLA, if both husband and wife are employed by the City, each spouse will be entitled to 12 weeks of leave in a calendar year.

**10.3.** If authorized leave is taken for purposes defined in Section 10.2 (C) above, the employee may charge this time to vacation, compensatory time, floating holiday, or sick leave.

For all other authorized use of leave as defined in Section 10.2 the employee's sick leave accruals will be used first. Once sick leave accruals are depleted, the employee can charge their vacation time, compensatory time, or floating holiday. Once all leave balances have been depleted, with the permission of the City Manager, the employee may be place of leave without pay per City Policy 13.

#### **10.4 Notification**

An employee who intends to use sick leave shall notify the appropriate person, as designated by their supervisor, at least one (1) hour in advance of the time they are required to report to work.

#### **10.5 Verification**

A supervisor may require reasonable verification from the employee's health care provider if the sick leave absence lasts more than three (3) consecutive days. The documentation must be provided to the supervisor within ten (10) calendar days of the request unless doing so will cause the employee excessive hardship.

#### **10.6. Misuse of Sick Leave**

The Union agrees to discourage any misuse of sick leave and further agrees that any employee proved to have misused sick leave shall be subject to immediate and progressive disciplinary action.

#### **10.7. Medical Insurance**

An employee may continue to purchase medical insurance through the Employer while on Leave Without Pay for medical reasons, provided such purchases are permitted by the Employer's insurance carrier. For employees on leave under FMLA qualifying circumstances, the Employer will continue its medical coverage contribution for up to twelve (12) weeks inclusive of any sick leave. FMLA benefits are governed by City Policy 13, Section 4.8 and federal law. If both husband and wife are employed by the City and are on leave as defined by the FMLA, the Employer will continue medical coverage for each spouse for up to twelve (12) weeks, subject to provisions outlined in City Policy 13.



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**10.8. Domestic Violence/Sexual Assault**

Employees who are victims of domestic violence, sexual assault or stalking, or who's family member is a victim of domestic violence, sexual assault or stalking may take "reasonable" time off to address the resulting medical, emotional, social services and legal needs. An employee may use any accrued bank of time (sick leave, vacation, compensatory time, floating holiday) or may take the time as leave without pay in accordance with City Policy 13.

**10.9. Cash Out**

Upon retirement from the City, eligible employees will receive a cash out for their unused sick leave balance on a one (1) hour for four (4) hours basis with a maximum pay of one hundred fifty (150) hours. All retirements will be verified the Department of Retirement Services (DRS). All funds will be contributed to a Health Reimbursement Account (HRA) for each employee.

**11. ATTENDANCE**

**11.1. Definitions:**

**11.1.1. Scheduled:** Absences approved at least sixteen (16) hours in advance.

**11.1.2. Unscheduled:** Absences that are not scheduled with at least sixteen (16) hours notice, including leaving before the end of the work shift or being late for work. Leave protected by State or Federal Law will not be counted as unscheduled leave.

**12. BEREAVEMENT LEAVE**

**12.1.** Department Directors shall grant regular full-time employees up to three (3) days of bereavement leave with pay, to be used within a reasonable period of time, in the event of a death in the employee's immediate family (as defined in the City's Policy and including step parents, step children, and step siblings, domestic partners or immediate family members of a domestic partner) or any individual living in the employee's household. If the employee provides proven travel of three hundred (300) miles or more an employee may use five (5) days bereavement leave. In extraordinary circumstances, additional time off may be requested and charged to sick leave, vacation, or compensatory time earned.

**12.2.** In the event of the death of a member of the employee's family other than those set forth above, bereavement leave may be granted, and such leave shall be charged against the employee's sick leave.

**12.3.** If there is no sick leave available, the employee may use vacation leave or accrued compensatory time with the permission of the Department Director. Up to two (2) additional days of bereavement leave with pay may be available, with approval of Department Director. The employee may also use vacation leave or accrued compensatory time with the permission of the employee's supervisor.

**12.4.** Employees who are permitted to attend the funeral or memorial service of a current coworker shall be allowed to take four (4) hours sick leave when such services are held during working hours; and as shift coverage allows, as determined by the Supervisor.

**13. PARENTAL LEAVE**

**13.1.** Regular employees are eligible to use leave benefits upon the birth, or adoption of a child. Employees may use vacation leave, accrued compensatory time, sick leave or request a leave of absence without pay, as provided in this Article. Employees using leave for the birth or adoption of a child are eligible for benefits under the Family and Medical Leave Act (FMLA). FMLA benefits are governed by the Federal Law and the City Policy 13, which provides for leave in the following circumstances relevant to this Article:

**13.1.1.** The birth of a child, or to care for a newborn child. This is in addition to paid sick leave granted for any period of disability related to pregnancy.

**13.1.2.** The placement, with the employee, of a child for adoption or foster care. If both parents are employed by the Employer, and are either spouses or domestic partners, the parents are each permitted to take twelve (12) weeks in a calendar year. All leave taken for this purpose must be taken within twelve (12) months of the birth or adoption.



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**13.2.** Leave of absence without pay will not be considered until all accrued sick leave is exhausted. The total absence shall not exceed six (6) months.

**13.3.** Upon the expiration of the leave of absence without pay, the employee shall return to the same job or equivalent position at the employer's option, as was held by the employee prior to the leave of absence.

**14. LEAVE OF ABSENCE**

**14.1.** A regular employee may be considered for a leave of absence without pay by the City Manager for a period not to exceed six (6) months, provided such leave can be scheduled without adversely affecting the operation of the Employer. Except for FMLA or military leave purposes, approval of a leave of absence without pay which exceeds ten (10) working days is at the discretion of the City Manager. Except in an emergency, the leave without pay must be approved in advance. Consideration will be given to the following:

- a. the nature of the absence
- b. the performance record of the employee
- c. the impact upon the effective operation of the assigned department; and
- d. the availability of vacation and/or sick leave accruals

**14.2.** Requests for leave of absence without pay shall be in writing, shall contain reasonable justification for approval, and shall state the inclusive dates of such leave. The approval of such request and the terms under which it is granted shall be set forth in writing by the Employer with a copy to the employee and the Union.

**14.3** A leave of absence without pay for other than health reasons may be granted only after the employee's annual leave and compensatory leave accruals are exhausted. No vacation or sick leave hours will accrue. The employee's anniversary date will be adjusted by the length of the service break.

**14.4.** The City will not pay benefit premiums while an employee is on leave without pay. Employees may continue benefits at their own expense, as allowed by individual insurance carriers.

**14.5.** Upon expiration of such approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted or to another equivalent position. An employee who returns to employment after authorized leave of absence without pay shall be reinstated to the classification held at the time leave began and the same step and salary range. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

**15. WORKERS' COMPENSATION**

**15.1.** Workers' Compensation shall be in accord with State Law and administered per City Policy 11.

**15.2.** An employee receiving time loss compensation shall utilize any available sick leave accruals. When sick leave is exhausted, an adjustment of the employees' anniversary date will be required for such leave without pay beyond four (4) months.

**15.4.** An employee injured on the job who needs to leave the work site to seek a physician's help shall not be reprimanded or disciplined for doing so.

**16. JURY DUTY**

**16.1.** Employees who are absent from work to serve jury duty will receive their regular City compensation and may keep all jury duty pay and expense money received for jury service. Time spent away from work for jury duty will not be deducted from vacation or sick leave accruals. If a recess or dismissal from jury service exceeds two (2) hours and occurs during the employee's normal work hours, the employee must report to work. Employees must notify their supervisor immediately when called to jury duty.



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**17. MILITARY LEAVE**

**17.1.** An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from City employment, in accordance with all State and Federal Laws pertaining to military leave and as outlined in the City Policy 13, Military Leave.

**18. EDUCATIONAL OPPORTUNITIES**

**18.1.** The parties agree that it is in their best interests to provide opportunities for employees to gain additional education in areas relating to their employment with the Employer. The Employer shall inform employees of relevant educational opportunities by posting notices in appropriate locations in a timely manner. The Employer agrees to reimburse an employee for tuition expenses for such courses as may be approved in advance by the City Manager. The employee must submit proof of satisfactory completion of the course, and such proof shall be placed in the employee's personnel file.

**18.2.** The Employer may allow time off with pay and shall pay the expenses for an employee attending classes, lectures, conference or conventions when such attendance is by assignment of, and with prior approval of, the City Manager.

**18.3.** Employees shall apply in writing through their Department Director for benefits contained in this Article.

**19. BENEFITS**

**19.1.** Throughout the term of this agreement, the following provisions shall apply:

**19.1.1.** All employees are covered by the Association of Washington Cities (AWC) Benefit Trust Regence HealthFirst 250 Plan and Kaiser twenty-dollar (\$20) Co-pay Plan.

**Plan 1:** For employees hired on or before December 31, 2012, the Employer will pay ninety-five percent (95%) of the cost of medical insurance for employees and eighty-five percent (85%) of the cost of medical insurance for an employee's spouse and dependents.

**Plan 2:** For employees hired on or after January 1, 2013, the Employer will pay ninety-five percent (95%) of the cost of the lowest base premium for employees and eighty-five percent (85%) of the cost of the lowest base premium for an employee's spouse and dependents. The employee may elect either insurance option, but the employee shall pay any cost in excess of the lowest base premium through payroll deduction.

**19.1.2.** Employees who opt out of the City's Medical Insurance shall receive two hundred fifty dollars (\$250) per month in lieu of any City-provided medical insurance benefits provided Federal or State law allows. Neither employee of a married employee couple covered by City insurance may receive the two hundred fifty dollar (\$250) opt out provision for refusing the City's insurance.

**19.1.3.** To ensure the City is maximizing its employer provided benefits, it is important to treat employees fairly and ensure employees understand their coverage. Accordingly, the City may conduct a Dependent Eligibility Audit annually.

**19.1.4 Definition of Significant Long-Term Revenue:**

For the purposes of this Agreement, "Significant Long-Term Revenue" shall refer to any new undedicated revenue source that the City receives which is projected to grow the revenue by five percent (5%) or greater annually, and which is expected to persist for a period of at least five (5) years.

**Triggering Events:**

In the event that the City receives Significant Long-Term Revenue, as defined above, the City agrees to reopen negotiations with the Union for the purpose of discussing potential adjustments to employee insurance in Article 19. The City shall notify the Union in writing within 60 days after the City receives notification or confirmation of such Significant Long-Term Revenue.



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**Scope of Negotiations:**

Upon reopening negotiations, the parties agree to meet and negotiate in good faith to review and discuss any necessary adjustments to the insurance provided to employees under this Agreement within Article 19.

**19.2.** The Employer shall pay the full family premium for a dental insurance and vision plan. Employees will be covered by the Washington Dental Incentive Plan E and the Orthodontia Plan III. Employees will be covered by the Full Family, twenty-five dollar (\$25.00) deductible vision plan. The orthodontia and vision plan premiums are paid one hundred percent (100%) by the Employer.

**19.3.** In the event that AWC changes its plans, the Employer will notify the Union to discuss options and how to implement the changes.

**19.4.** The Employer shall pay for a long-term disability plan providing, at a minimum, fifty percent (50%) base salary replacement (to a maximum of ten thousand dollar (\$10,000) monthly salary) and a one hundred eighty (180) day waiting period. The plan will offer employees a provision to "buy up" to enhance the benefit at their own expense.

**19.5.** The Employer shall pay for life insurance coverage of twenty thousand dollars (\$20,000.00) for each City employee and one thousand dollars (\$1,000) for a spouse and each dependent child, and shall make available through payroll deduction life insurance coverage for spouses and dependents of City employees. The above benefits and levels of coverage shall be applicable to all Regular employees in the bargaining unit in accordance with Article 7. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want.

**19.6.** The above benefits and levels of coverage shall be applicable to all full-time employees in the bargaining unit. New employees shall be allowed one (1) week in which to determine which carrier's coverage they want. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to the above coverage at a pro-rated premium based on the percent hours worked.

**19.7.** Employees may, at their option, participate in the Employer's Flexible Spending Account program (IRS Code Section 125 account).

**19.8.** The Employer shall pay for Hepatitis A, B, DPT and tetanus inoculation for all employees potentially exposed to those diseases.

**20. EMPLOYEE RECORDS, DISCIPLINE, DISCHARGE**

**20.1.** Employee personnel records shall be considered confidential and shall be accessible only to the employee, selected Employer officials as authorized by the City Manager, and Union representatives. Personnel files shall contain only information directly relevant to the employee's employment with the Employer. Employees may examine the file and have the right to rebut, in writing, any items in the file, and to grieve any item to the level of the City Manager. The item may be grieved to arbitration when the employee suffers a direct financial loss as a result of the discipline.

**20.2.** Employees shall be disciplined and discharged only for just cause and shall have the right to have a Union representative present during disciplinary procedures, except when a verbal warning is being issued. Disciplinary investigations shall be conducted in as expedient a manner as practical.

**20.3.** Where appropriate, disciplinary action shall be progressive and may include the following measures:

**A. Verbal Warnings**

Verbal warnings are to be issued in private for minor infractions. Supervisors should inform the employee that a verbal warning is being given and that the employee is being given an opportunity to correct the condition. Such disciplinary action will not be made part of the employee's personnel file.

**B. Written Warnings**



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Written warnings which shall state definitely the problem to be remedied and the expectations of the Employer of the steps the employee is to take to remedy it.

**C. Suspension With Pay**

Suspension with pay for purposes of investigation shall not to exceed thirty (30) days.

**D. Suspension Without Pay**

Suspension without pay for purposes of discipline shall not exceed thirty (30) days.

**E. Termination**

Dismissal or discharge is to be preceded by two (2) weeks' notice other than for the most severe breaches of discipline.

**20.4.** Demotion shall not be used as a disciplinary tool and may occur only as a result of the employee's failure to perform the duties of their position in a satisfactory manner and/or in the event of a voluntary demotion to a lower classification.

**20.5.** Disciplinary material may remain in the employee's personnel file and may be considered in progressive discipline for two (2) years from the effective date of the most recent discipline, after which, it shall be removed upon the employee's written request to the Department Director. However, that discipline for violation of the City Policy 3 or 25 covering Harassment, Discrimination and Workplace Violence, suspensions of five (5) or more days, and "Last Chance Agreements" may be maintained indefinitely unless limited by the terms of the specific disciplinary document.

**21. PROMOTION/PROBATION/IN-TRAINING**

**21.1. Promotion**

**21.1.1.** When recruiting for vacant Union positions, referenced in Recognition within this CBA, the Employer will advertise the position to Union members for five (5) days prior to advertising outside of the bargaining unit.

**21.1.2.** A promoted employee shall be placed at the closest step in the new range that provides at least five percent (5%) increase in salary.

**21.1.3.** The promotional trial service period shall be six (6) months.

**21.1.4.** The promoted employee may be demoted at any time during the promotional trial service period without appeal, provided that the employee is reinstated in the position from which they were promoted, even though this may necessitate the layoff of the employee occupying the position.

**21.1.5.** The promoted employee may, at their request, be returned to their previous position, or at the Employer's discretion, to a similar position during the trial service period. For the purpose of this Article, similar shall mean in the same pay range and step as the employee's previous position.

**21.1.6** The City agrees that an AFSCME employee will be able to apply for and secure an AFSCME position even though they have not completed their full probationary period. When the employee transfers to the new position they will continue to serve the remainder of their probation period until complete. At the conclusion of the original probation period the employee will enter a new six (6) month trial service period in the new position according to paragraph 21.1 Promotion of the AFSCME contract.

**21.2 Probation**

**21.2.1.** Each new employee shall serve a probation period of six (6) months. During probation, employees shall not have access to the grievance procedure regarding discipline and discharge. At the discretion of the



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Department Director and in consultation with the Union, the probationary period may be extended up to six (6) additional months in individual cases to address specific performance issues.

**21.2.2.** Probationary employees shall accrue and may use sick leave as provided in Article 10 - Sick Leave.

**21.2.3.** Probationary employees shall observe holidays in the same manner as regular employees.

**21.2.4.** Time in a temporary position shall not be credited toward the probation period.

**21.3 In-Training**

**21.3.1.** In-Training will allow the Employer to hire a candidate that can obtain the necessary skill level required of a journey-level classification in six (6) to twelve (12) months. During this in-training period, the Employer will provide the necessary opportunities for obtaining the skills required.

**21.3.2.** If the Employer designates the employee to only need six (6) months of in-training time to meet the skill level of a journey-level position, the employee shall be paid at five percent (5%) below the Step 1 level of the journey-level position pay range for this six (6) month duration. The Employer will designate the specific skills that need to be obtained and provide regular evaluations to ensure that skills are being obtained and are obtainable.

**21.3.3.** If the Employer designates the employee to need twelve (12) months of in-training time, the first six (6) months will be paid at ten percent (10%) below the Step 1 level of the journey-level position pay range, and the second six (6) months will be paid at five percent (5%) below the Step 1 level. The Employer will designate the specific skills that need to be obtained and provide regular evaluations to ensure that skills are being obtained and are obtainable.

**21.3.4.** When the In-training period has been successfully completed and the employee has met the skill requirements of the journey-level position, they will receive one hundred percent (100%) of Step 1 of the appropriate pay range for their position.

**21.3.5.** If the employee has not met the skill level required for journey-level position after their 6 month In-training period, the City may extend their In-training period an additional six months with no change in pay. If the employee has not met the skill level required after a 12 month In-training period, this will mean the employee has failed to meet the requirements needed for the journey-level position, will have failed the probationary period and employment may be terminated in accordance with Article 20 - Discharge.

**21.3.6.** An employee's supervisor will be responsible to certify the completion of training of an employee in this position.

**21.3.7.** In-training positions will be available to the bargaining unit for five (5) days prior to being posted outside of the bargaining unit.

**22. LAYOFF AND RECALL FROM LAYOFF**

**22.1.** While it is the intent of the Employer to retain a skilled workforce, it may be necessary to lay off employees due to budgetary reasons, reorganization, the elimination of services or for other legitimate reasons. Laying off employees will not be considered until other options have been considered.

**22.2** In the event a reduction in force and layoff is anticipated, it will be the responsibility of the Employer to initiate discussion with the Union as soon as "at risk" employees are identified or sooner. Once a course of action has been determined, the Employer will strive to give sixty (60) days' notice to affected employees, and in the case of lay-off, no less than thirty (30) days' notice shall be given. In all cases, the City Manager has the final say on whether or not reductions are to be made.

**22.3. At-Risk Employees**

At Risk Employees are defined as employees who have been officially notified by the Employer that their employment status may be changed as a result of a fluctuation in city resources.



**22.4. Options**

The following are options available (not necessarily in the order below) when the Employer must make reductions in the workforce or layoffs. This section does not prohibit other options not listed. When any of these options are involuntary on the part of the employee, seniority will apply in accordance with Article 23.

**A. Reassignment**

Reassignment is defined as moving a current employee, whose position is being eliminated, to another position that is vacant. Bargaining unit employees may be reassigned to other positions in the bargaining unit or to positions outside of the bargaining unit at the discretion of the Employer.

1. The employee must meet the minimum qualifications of the vacant position or be able to be trained to perform the duties within a reasonable period of time.
2. If the vacant position is at or below the pay grade of the position currently held by the employee and there is only one eligible bargaining unit member, the reassignment will take place with no competitive process. Salary and probationary period will be handled in accordance with City Policy 17.
3. If the vacant position is above the pay grade of the position currently held by the employee, the department director may determine that the vacant position be filled by competitive process.
4. If the employee is reassigned to a non-bargaining unit position, the employee will be placed on the Recall List for bargaining unit positions.
5. If the employee, chooses not to accept the reassignment, the employee will be subject to layoff

**B. Reduction in Hours**

Reduction in hours is defined as the reduction in FTE or funding of a position. This may apply to one or more positions, be voluntary or mandatory, and temporary or permanent, as deemed operationally necessary by the Employer.

1. The Employer will let affected employees know if their position is to be reduced or potentially reduced in hours. The Employer will strive to give at least sixty (60) days' notice.
2. The Employer will continue health and welfare benefits for affected employees at the FTE level extant prior to the commencement of the reduction in hours for ninety (90) days. After ninety (90) days, employee benefits will be maintained and premiums deducted as defined in City Policy 9 and Article 19 of this CBA.
3. Vacation and sick leave accruals and holiday pay will be accrued on a prorated basis according to the budgeted FTE.
4. If funding becomes available, the hours will be restored to the positions they were taken from, in whatever manner is deemed operationally necessary by the Department Director.
5. If the employee chooses not to accept reduced hours, the employee will be subject to layoff.

**C. Job Sharing**

In a layoff/reduction in force situation, the Department Director may ask for volunteers willing to share jobs, or may consider employee-initiated proposals to share jobs when layoffs/reductions in force are considered likely to occur.

1. The Employer will continue health and welfare benefits to both employees at the FTE level extant prior to the commencement of the job share for ninety (90) days. After ninety (90) days, employee benefits will be maintained and premiums deducted as defined in City Policy 9.



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2. Vacation and sick leave accruals and holiday pay will be provided on a prorated basis associated with the job share.
3. Job Share employees will be placed on the Recall list for recall to full-time employment.
4. If a full-time position, in the same classification as that of the employees who are sharing a position becomes available, the percentage of FTE. of the job sharing will be increased toward full-time status.
5. If one of the employees participating in a lay-off/reduction in force induced job share arrangement subsequently leaves City employment, the remaining employee shall be offered an opportunity to return to full-time employment without competition. If the remaining employee turns down the offer of full-time employment, and management considers full-time employment to be an operational necessity, management may at its discretion attempt to continue the Job Share arrangement or involuntarily discharge the remaining employee. In the event that the remaining employee is involuntarily discharged, that action will be considered a layoff and the affected employee will be eligible for all of the rights, privileges, and benefits described in Section 22.6 of this CBA.

**D. Voluntary Absence without Pay**

A Voluntary Absence without Pay Absence (VAWOP Absence) is defined as a period of time during which an employee has voluntarily elected to take a leave of absence from the workplace in an unpaid status, even though the employee may have accrued leave balances. A VAWOP must have a defined start and end date and may not exceed 6 (six) months. A VAWOP will not result in an official reduction in the employee's position's FTE status.

1. The Employer will continue health and welfare benefits at the FTE level extant prior to the commencement of the Voluntary Absence Without Pay for ninety (90) days. After ninety (90) days, the employee will be responsible for the cost of continuing these benefits.
2. Vacation leave and sick leave will not accrue while in VAWOP status.
3. A VAWOP that exceeds ten (10) days is considered a break in service. Therefore, an employee's anniversary date will be adjusted by the length of the break.
4. If funding becomes available, Department Directors may conclude a VAWOP Absence earlier than the previously agreed-upon end date, as deemed operationally necessary.
5. An employee in VAWOP status will still be subject to layoff or other actions deemed necessary to address a reduction in Employer financial resources.

**22.5. Layoff Selection**

Should the Employer decide to reduce the work force, after layoff alternatives have been considered, layoffs shall be made as follows:

**1. By Classification and by Program**

The following shall be considered a "program" for the purpose of layoff:

Community Planning and Development

- Code Enforcement
- Plans Examiners
- Program Specialists
- Program Assistants
- Inspection
- Parking Services

Office of Community Vitality

Each Labor Agreement and any associated Memo of Understanding (MOU) have specific effective dates.



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- Housing & Homelessness Services

Parks, Arts and Recreation

- Olympia Center Operations
- Parks Maintenance
- Parks Stewardship

Public Works

- Clean Team
- Drinking Water Operations
- Drinking Water Quality
- Engineering
- Facilities Maintenance
- Fleet Operations
- Pump Stations
- PW Administrative Specialists
- Stormwater/Wastewater Operations
- Street Operations
- Traffic Operations
- Waste Resources Operations

### 3. By Seniority

The selected employees shall be the least senior employees within the program classification. Seniority shall mean the total amount of most recent continuous service with the Employer within the AFSCME bargaining unit.

3. The Employer will strive to give at least sixty (60) days' notice with a minimum of thirty (30) days' notice required.
4. The Employer will continue health and welfare benefits at the FTE level extant prior to the commencement of the layoff for ninety (90) days. After ninety (90) days, employee benefits will be maintained and premiums deducted as defined in City Policy 9.
5. An employee's accrued vacation leave and compensatory time will be cashed out based on the effective date of the layoff and in accordance with provisions and limits found within this agreement.
6. Seniority will continue to accrue for a period of ninety (90) days while the employee is on the re-call list. After ninety (90) days, seniority will be adjusted for the remainder of the time on the recall list up to the two (2) years.
7. Regular employees who are identified as being at risk for layoff, shall have the right to bump a newly hired probationary employee in the same classification within the bargaining unit provided the probationary employee's probation period is still in effect on the effective date of the layoff. Probationary employees are not employees serving a trial service period as a result of a transfer or promotion.
8. Laid off employees will be automatically placed on the Recall List.

## 22.6. RECALL FROM LAYOFF

### 22.6.1. Recall

Each Labor Agreement and any associated Memo of Understanding (MOU) have specific effective dates.



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An employee who is laid off may be re-employed in their former position, or in a similar position for which they meet the minimum qualifications. Employees who are laid off may also be eligible for recall to any other position for which they meet the minimum qualifications.

**Definition of Qualified:** For the purpose of Article 22, an employee is considered to be “qualified” if they have completed their probationary period and meet the minimum qualifications of the position or if they are able to be trained within a reasonable period of time. The Employer shall use the guidelines in section 21.3 of this CBA to determine what a reasonable period of time shall be.

**A. Recall will be made as follows:**

1. If the position being restored was previously held by an employee on the recall list, that employee will be recalled to the position from which they were laid-off. Position is defined as a specific FTE (not classification). This recall shall have priority over any other recall listed below.
2. The most senior person on the recall list will be reinstated to an open position if the employee meets the minimum qualifications, except when there is an employee who has been identified as an “at risk” employee who meets the minimum qualifications of the open position and who is more senior than the employee on the recall list. In this case, the “at risk” employee would have priority for the open position.
3. If the open position is newly designed or significantly different, and not filled previously by anyone, then the most senior person on the recall list who meets the minimum qualifications will be placed.
4. If any employee on the recall list, who is qualified and able to perform the job, does not accept the reinstatement, the Employer may hire a temporary or fill the position through regular means.

**B. Recall List**

An employee who is laid off or has experienced a reduction in hours will be automatically placed on the Employer’s recall list for open bargaining unit positions.

1. Employees on the recall list will have reinstatement rights to a bargaining unit position for two (2) years from the date of layoff.
2. Employees rehired from the recall list shall not suffer any loss of seniority or benefits as a result of lay-off, but shall not accrue seniority, wages, or benefits during lay-off.
3. The Employer will notify employees on the Union recall list in writing with a copy to the union of all open bargaining unit positions as long as any employee remains on the recall list
4. Employees may remain on the recall list even if they accept other employment outside the bargaining unit.
5. Employees on the recall list may refuse to return to a position other than that from which they were laid-off without loss of recall rights, subject to City Policy.
6. Employees recalled to a position where a new trial service period is required and which they are unsuccessful in completing, will be returned to the recall list for the remainder of the two (2) year period.
7. Employees who have not been recalled will only be removed from the recall list, within the two (2) year period, if Human Resources receives a written request by the employee to do so.
8. It is the employee’s responsibility to ensure Human Resources has current contact information (address, phone number, etc.)



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**22.6.2.** Laid-off employees on the recall list may be required to participate in a competitive selection process if the vacant position is a promotion or a non-bargaining unit position, and more than one (1) employee is eligible for the vacancy, which may include pre-employment tests, background checks, a physical examination, drug test, or other process deemed necessary by the hiring supervisor.

**22.6.3.** The Employer reserves the right to determine the job class and rate of pay to which an employee will be assigned if recalled to work. Upon re-hire, salary, benefits, and leave will be based on the policies in place at the time of reinstatement. Salary will be determined based on the wages and promotion sections of the labor agreement, and City Policy (demotion/lateral). Vacation accrual rates will be based on the employee's adjusted re-hire date. Any un-accessed Sick Leave will be reinstated upon hire.

**22.6.4.** At the discretion of the Department Director, re-hired employees may be required to complete a new probationary period. An employee will not be subject to a new probationary period if recalled into a position previously held (same classification in the same section) and had passed probation in that job.

**22.6.5.** The layoff and recall from layoff set forth above will be administered in a manner that does not unfairly discriminate against any individual employee.

## **23 SENIORITY**

**23.1.** Employees in the bargaining unit shall accrue seniority from date of hire with the City into a position in the bargaining unit. (Except for purposes of lay-off and promotion. See Article 22). Seniority shall be based on continuous service with the City including paid leave; however, seniority shall not be accrued while on a leave of absence without pay. The anniversary date shall be adjusted for leaves without pay.

### **23.2. Dual Seniority.**

For employees with the same city-wide seniority date (date of hire with the City of Olympia in a bargaining unit position as defined in the collective bargaining agreement), a coin toss will be held to determine city-wide seniority applications. The coin toss will occur only at the time of the event in which seniority must be determined.

**23.2.1.** The City agrees to keep scores from an individual's hiring tests or interviews confidential, except as may be required to comply with the open public records law in regard to the release of any individual's tests or interviews.

**23.2.2.** The City will strive to avoid hiring employees on the same day whenever possible in the future to avoid dual seniority situations.

## **24. WAGES**

### **24.1.**

Effective January 1, 2025, employees will receive compensation market adjustments and one hundred percent (100%) of CPI-U (Seattle July to June 2024) through the adoption of the classification and compensation study wage chart, as outlined in Appendix A.

January 1, 2026 employees will receive a salary increase of one hundred percent (100%) of Seattle CPI-U based on July 1, -June 30 Seattle CPI figures of the corresponding year) with a minimum of two point five percent (2.5%) and maximum of four percent (4%).

January 1, 2027 employees will receive a salary increase of one hundred percent (100%) of Seattle CPI-U based on July 1, June 30 Seattle CPI figures of the corresponding year) with a minimum of two point five percent (2.5%) and maximum of four point five percent (4.5%).

Within sixty (60) days following the ratification of this agreement, negotiations shall continue to assess a limited number of positions which did not have market data collected as part of the contracted salary study, is a position exception or unique to the Employer, or the recommended placement still places them greater than five percent (5%) below market:

- Contracts Manager



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- Facilities Tech
- HVAC Tech
- Electrician
- Lead Electrical Inspector/Plans Examiner
- AMR Technicians
- Senior Data Control Specialist
- Drinking Water Monitoring Assistant

Definitions: For the purposes of this article, the following definitions will apply:

- **Cost of Living Adjustment (COLA):** An increase in pay that is meant to offset the pressure of inflation. If a person's income stays stable, they have less purchasing power as the prices of goods and services increase. In other words, they are getting paid less relative to the cost of living.
- **Wage Increase:** A general wage increase, also known as an across-the-board increase, is a negotiated pay raise that applies to all members of a bargaining unit. It can be a flat rate or a percentage of salary. Wage increases can be influenced by a number of factors, including, but not limited to, data from comparable cities, or the need to attract and retain skilled workers.

**24.2.** If non-represented employees are due to receive a cost of living adjustment (COLA) or general wage increase larger than the CBA references, an adjustment will be made to the Union members to match that of non-represented employees. However, if non-represented employees are provided a COLA below AFSCME members in one year, a future year COLA may exceed AFSCME's as long as the aggregate is the same within the years covered by contract.

**24.3.** Employees shall normally be hired at step one (1) of the pay range, and shall receive an increase to the step two (2) upon completion of twelve (12) months' employment. Increases to succeeding steps in the pay range shall occur annually on the anniversary date of the employee's current position.

**24.4.** All pay checks, cash outs, and reimbursements will be direct deposited to the bank account of the employee's choice.

**24.5.** No employee shall have their salary reduced for any reason except for being placed in a position held prior to the unsuccessful completion of a promotional trial service period or in the event of a voluntary demotion to a lower classification, or by agreement as a disciplinary action in lieu of a suspension for a period lasting no longer than six months.

**24.6. Working Out of Class**

**24.6.1. In a Represented Position**

Whenever an employee is required to perform all, or substantially all, of the duties of another higher paid represented classification as assigned by a supervisor for a period in excess of one full shift, the employee shall receive a five percent (5%) increase or shall be paid at step one (1) of the higher paid position, whichever is greater, for the entire period.

**24.6.2. In an Independent Position**

Whenever an employee is required to perform all or substantially all of the duties of another higher paid Independent classification and when assigned by a supervisor for a period in excess of one full shift, the following will apply:



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- A. The employee shall be paid out-of-class pay consistent with the City Policy 17 – Personnel Actions.
- B. The employee shall continue their eligibility for overtime, as defined in this CBA, Article 7.
- C. The employee shall be considered a Union member and shall continue to pay Union dues.

**24.6.3.** In the event an employee is assigned to work out of class for a period exceeding six (6) months, their rate of pay shall increase by one percent (1%) for each succeeding six-month period in that position.

**24.7.** An employee who believes their position is improperly classified may request review of job duties by Human Resources. Requests for review of job duties for positions covered by this Agreement shall be conducted according to the established policies and practices of the Employer. The employee will submit a request for review of job duties directly to their supervisor. Upon receipt of an approved request, Human Resources will conduct a job audit, make a classification and pay determination and initiate the appropriate review process. The status of classification review requests shall become an automatic Labor Management Committee agenda item until the review is completed. Any changes to pay ranges as a result of a review of position duties are subject to negotiation between the parties.

In the event a position is re-classified, the salary will then be based on the pay for that job classification and out-of-class pay shall be discontinued.

**24.8. Meal Allowance**

Employees will be reimbursed up to fifteen dollars (\$15.00) for a meal (receipt required) as a result of unplanned work beyond their regular workday and if they have worked more than twelve (12) consecutive hours and qualify for a second meal period, provided that the Employer has not provided a meal during this period. Additionally, the Employer is authorized to provide meals to employees when they are directed to work excessive hours and when it is not practical for employees to leave the work site during meal periods.

**25. LONGEVITY PAY**

**25.1.** Longevity pay shall be granted to Union members beginning with their completion of fifth (5<sup>th</sup>) year of continuous service with the City of Olympia to be paid in a lump sum on the employee's anniversary date at the following rates.

Years	5-9	10-14	15-19	20-24	25+
Amount	.75%	1.25%	1.75%	2.25%	2.75%

**26. TOOL ALLOWANCE, UNIFORMS, CDL's and CLOTHING**

**26.1. Tool Allowance**

The Employer agrees to furnish employees, except Mechanics, with the tools necessary to complete their assigned tasks. Beginning January 1, 2025, the Employer will pay a tool allowance of two thousand five hundred dollars (\$2,500) and shall increase by one hundred dollars (\$100) each January 1 in 2026 and 2027 to each Mechanic to replace tools that become broken or unusable. The reimbursement will be paid on the basis of invoices provided. Included in this allowance, the Employer will also reimburse the Mechanic for lost tools when such loss is not caused by the negligence of the employee.

**26.2. Safety Equipment**

The Employer will supply all necessary safety equipment, such as rain gear, gloves, safety glasses, etc., subject to review of the Labor Management Committee. These items will be replaced as needed on an exchange basis.

**26.3. Footwear**

All AFSCME employees will receive three hundred dollars (\$300.00) per year for footwear. On subsequent years in 2026 and 2027 the footwear allowance will increase by fifteen dollars (\$15.00). All employees who work asphalt for



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Street Operations during the calendar year, shall receive an additional two hundred dollars (\$200.00). This will be paid in a lump sum on the January 25th paycheck. The Transportation Supervisor will provide payroll with a list of names that shall receive the \$200 for footwear for asphalt assignment. The payment for asphalt assignment shall be made in the pay period following receipt of the list.

#### **26.4. Uniforms**

All employees who are provided uniforms are required to wear these and report to work in accordance with specific department policy and City Policy 20.

#### **26.5. Clothing Allowance**

All field employees will receive two hundred fifty dollars (\$250.00) per year for work pants. This will be paid in a lump sum on the January 25th paycheck. The clothing allowance will increase by ten dollars (\$10.00) in 2026 and an additional ten dollars (\$10.00) in 2027.

**26.5.** All new employees will receive footwear and clothing allowances at the current rate in their first paycheck.

#### **26.7 Certification Requirements and Compensation Adjustments Certification Requirement**

The following positions within the Drinking Water Utility and the Drinking Water positions within Pump Stations are required to hold a Water Distribution Manager Level 1 (WDM 1) certification, as mandated by the Department of Health. This requirement applies to any position assigned to 24-hour on-call duty:

- Maintenance Worker II
- Maintenance Worker III
- Lead Worker
- Maintenance Technician
- Remote Systems Technician/SCADA Specialist

**26.7.1 Certification Compensation Adjustments** To recognize the certification requirements, the following compensation adjustments shall apply to the specified positions in the Drinking Water Utility:

- Maintenance Worker II: 5% ad pay
- Maintenance Worker III: 5% ad pay
- Lead Worker: 5% ad pay
- Pump Stations Maintenance Technician to 456
- Remote Systems Tech to 458
- SCADA Specialist to 464

#### **27. SAFETY**

**27.1.** The Employer will work in partnership with the Union to develop and maintain effective safety committees and programs in accordance with State regulations that will prevent injuries to employees.

**27.2.** The Union and Employer shall ensure that Safety Committees, as established in this CBA, Section 27.1, will include subject matter specific to issues related to employees with limited commissions



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**28. ELECTRONIC MONITORING**

**28.1.** This article addresses the use of surveillance, and electronic or other monitoring performed on an ongoing basis for the purpose of monitoring workplace productivity, safety and security. This article does not apply to any surveillance and electronic or other monitoring performed as part of any criminal investigation or any internal investigation pertaining to specific employees, provided that reasonable suspicion shall be supplied to the Union Staff Representative upon their request.

**28.2.** The Union and employees shall be notified prior to implementation of, or changes to, any forms of surveillance or electronic monitoring proposed by the Employer to be implemented on a routine and ongoing basis, and the notice shall include the purpose of the monitoring.

**28.3.** Data acquired by electronic monitoring or surveillance systems may be used to evaluate work productivity, compliance with standards of conduct and other job requirements, as the basis for the imposition of discipline, and/or as part of a criminal investigation. In the event that data acquired by surveillance or electronic or other monitoring is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

**29. RETIREMENT**

**29.1.** All employees in the bargaining unit shall be covered under the Public Employees Retirement System (PERS) and Social Security.

**29.2.** Members shall be afforded the option to participate in the ICMA deferred compensation loan program. Members must follow the Employer's established guidelines and procedures for application, repayment, and terms. The Employer will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue but no future loans would be granted. Should the Employer determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the Employer may discontinue this program at any time and for any reason.

**29.3.** Members shall be afforded the option to participate in the ICMA Roth IRA as made available by the Employer.

**30. CIVIL LIABILITY**

**30.1.** The Employer shall comply with all laws respecting the civil liability of employees in the performance of their duties.

**31. DRUG AND ALCOHOL TESTING PROCEDURES**

**31.1.** The Union and the Employer recognize their respective interests in providing a safe workplace, free of employees performing their duties under the influence of controlled substances and/or alcohol. The parties also recognize their obligation to comply with the most current Federal and State regulations pertaining to the testing for controlled substances and alcohol use of employees required to hold a commercial driver's license (CDL). The Union accepts the testing program, policies, and requirements as outlined in City's Policy for Drug and Alcohol Testing for CDL Holders and Drug and Alcohol Testing for Non-CDL Holders. We agree to the following additions and clarifications:

A. In the event of a test for blood alcohol concentration measuring from .02 to .04, the employee will be sent home until the next regular work shift. Such time shall be charged to vacation accruals, compensatory time accruals or leave without pay, at the employee's option, and will be considered an unscheduled absence.

B. In the event of a positive drug test, the time period between when the positive test result is received and the employee is authorized to return to work will, at the employee's choice, be charged to the employee's vacation accruals, compensatory time accruals, or as leave without pay.

C. Where applicable, the cost of any return-to-duty testing required by the D.O.T. as a result of a positive test will be assumed by the employee. The cost of subsequent follow-up tests as required will be the sole responsibility of the employee.



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D. Where applicable, costs of treatment and rehabilitation are the sole responsibility of the employee, to the extent not covered by health insurance.

**32. SAVINGS CLAUSE**

**32.1.** If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

**32.2.** It is agreed between the parties that nothing in this Agreement intends to abrogate existing monetary benefits not specifically referred to in this Agreement.

**33. NO STRIKE, NO LOCKOUT**

**33.1.** The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the Employer shall cause, engage in, or sanction any work stoppage, slow down, action in sympathy, or other interference with City functions.

**33.2.** In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring the members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, including suspension or discharge. No individual shall receive any portion of their salary or benefits as provided by the Employer, and in accordance with this applicable law, while engaging in activities in violation of this Article. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

**34. ENTIRE AGREEMENT**

**34.1.** The parties acknowledge that each has had the right to make demands upon the other to negotiate, fully and in an unlimited manner, the terms and conditions of this Agreement.

**34.2.** Pursuant to the unlimited right to make demands upon the other, the parties waive during the life of this Agreement the right, if any, to negotiate during the term of this Agreement.

**34.3.** The parties recognize that this Agreement embodies the full and entire agreement as between the parties and no previously existing practices shall be binding on either side unless specifically set forth herein.

**35. TERM OF AGREEMENT**

**35.1.** This Agreement shall become effective January 1, 2025 and shall remain in effect until December 31, 2027.

**35.2.** Should either party wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the intent to bargain shall be mailed to the authorized parties signatory to the Agreement by August 31 of the final year of the contract.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE UNION:**

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Aaron Cole, WSCCCE Staff Representative

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Greg Dunk, Chapter Chair, Negotiations Team



AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME)

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Mark Gayman

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Eric Woods

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Kris Carpenter

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Jeff Everitt

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Brad Harper

**FOR THE CITY:**

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Steven J. Burney, City Manager



**Appendix A**

**2025 Union Member Salaries**

<b>Position(s)_Pay Grade Pay Grade Steps_</b>		
Lead Building Inspector Lead Building Plans Examiner Senior Engineering Plans Examiner SCADA Specialist	464	Step 1 - \$99,856 Step 2 - \$104,849 Step 3 - \$110,091 Step 4 - \$115,596 Step 5 - \$121,376
Lead Construction Inspector Senior Master Mechanic	462	Step 1 - \$95,785 Step 2 - \$100,574 Step 3 - \$105,603 Step 4 - \$110,883 Step 5 - \$116,427
Senior Traffic Signal Technician Engineering Plans Examiner Building Plans Examiner II Master Mechanic Fleet Operations Specialist	460	Step 1 - \$91,880 Step 2 - \$96,474 Step 3 - \$101,298 Step 4 - \$106,363 Step 5 - \$111,681
Utility Operations Specialist Lead Electrical Inspector/Plans Examiner Lead Code Enforcement Officer Building Inspector II Housing and Homeless Response Senior Program Specialist – CDBG Housing and Homeless Response Senior Program Specialist Remote Systems Technician	458	Step 1 - \$88,135 Step 2 - \$92,541 Step 3 - \$97,168 Step 4 - \$102,027 Step 5 - \$107,128
Construction Inspector Public Works Lead Worker Parks and Recreation Lead Worker Traffic Signal Technician Code Enforcement Officer Pump Station Maintenance Technician	456	Step 1 - \$84,542 Step 2 - \$88,769 Step 3 - \$93,207 Step 4 - \$97,867 Step 5 - \$ 102,761
Contracts Manager Water Quality Specialist Cross Connection Control Specialist Building Plans Examiner I Electrician Facilities Systems Technician HVAC Technician Mapping Coordinator Surveying Coordinator Building Inspector I	454	Step 1 - \$81,095 Step 2 - \$85,150 Step 3 - \$89,407 Step 4 - \$93,878 Step 5 - \$98,571
Field Crew Leader Parking Field Crew Leader Community Planning and Development Program Specialist Contracts Coordinator	452	Step 1 - \$77,789 Step 2 - \$81,678 Step 3 - \$85,762



Engineering Program Specialist Parking Services Program Specialist Program Specialist Records Management Program Specialist Environmental Stewardship Program Specialist (AFSCME) Engineering Technician II		Step 4 - \$90,050 Step 5 - \$94,553
Park Ranger II Sign Technician Maintenance Worker III Public Works Administrative Specialist Housing and Homeless Response Program Specialist Permit Specialist <b>Senior Data Control Specialist</b>	450	Step 1 - \$74,618 Step 2 - \$78,349 Step 3 - \$82,266 Step 4 - \$86,379 Step 5 - \$90,698
Dispatch Service Coordinator	448	Step 1 - \$71,576 Step 2 - \$75,155 Step 3 - \$78,912 Step 4 - \$82,858 Step 5 - \$87,001
Housing and Homeless Response Program Assistant Maintenance Worker II Parking Services Field Representative II Refuse/Recycle Collector Environmental Stewardship Program Assistant Customer Service Center Program Assistant	446	Step 1 - \$68,658 Step 2 - \$72,091 Step 3 - \$75,695 Step 4 - \$79,480 Step 5 - \$83,454
Data Control Specialist Downtown Ambassador <b>Drinking Water Monitoring Assistant</b>	444	Step 1 - \$65,859 Step 2 - \$69,152 Step 3 - \$72,609 Step 4 - \$76,240 Step 5 - \$80,052
	442	Step 1 - \$63,174 Step 2 - \$66,333 Step 3 - \$69,649 Step 4 - \$73,132 Step 5 - \$76,788
<b>AMR Meter Technician</b> Parking Services Field Representative I Maintenance Worker I	440	Step 1 - \$60,598 Step 2 - \$63,628 Step 3 - \$66,810 Step 4 - \$70,150 Step 5 - \$73,658
Clean Team Worker	438	Step 1 - \$58,128 Step 2 - \$61,034 Step 3 - \$64,086 Step 4 - \$67,290 Step 5 - \$70,655