

**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 618-0, AFL CIO

January 1, 2019 - December 31, 2021

TABLE OF CONTENTS

Preamble	
ARTICLE 1	Recognition
ARTICLE 2	Union Security
ARTICLE 3	Union-Management Relations
ARTICLE 4	Nondiscrimination
ARTICLE 5	Management Rights
ARTICLE 6	Grievance Procedure
ARTICLE 7	Hours of Work
ARTICLE 8	Holidays
ARTICLE 9	Vacation
ARTICLE 10	Sick Leave
ARTICLE 11	Attendance
ARTICLE 12	Bereavement Leave
ARTICLE 13	Parental Leave
ARTICLE 14	Leave of Absence
ARTICLE 15	Workers' Compensation
ARTICLE 16	Jury Duty
ARTICLE 17	Military Leave
ARTICLE 18	Education Opportunities
ARTICLE 19	Medical, Hospital, Life, Dental, Insurance Benefits
ARTICLE 20	Employee Records, Discipline, Discharge
ARTICLE 21	Probation
ARTICLE 22	Layoff, Recall from Layoff, Promotion, Certification
ARTICLE 23	Seniority
ARTICLE 24	Wages
ARTICLE 25	Longevity Pay
ARTICLE 26	Tool Allowance, Uniforms, CDL's, and Pants
ARTICLE 27	Safety Committee
ARTICLE 28	Electronic Monitoring
ARTICLE 29	Retirement
ARTICLE 30	Civil Liability
ARTICLE 31	Drug and Alcohol Testing
ARTICLE 32	Savings Clause

ARTICLE 33 No Strike, No Lockout

ARTICLE 34 Entire Agreement

ARTICLE 35 Term of Agreement

ADDENDUM A

ADDENDUM B

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) Operations and Maintenance employees below the classification of supervisor in the following departments: Public Works (Street Operations, Utilities, Fleet Operations, Facilities Maintenance, Traffic Operations), Parks (Olympia Center Maintenance, Park Maintenance and Park Rangers), Community Planning and Development (Clean Team, Building Inspector, Building Plans Examiner, Code Enforcement Officer, Electrical Inspector and Parking Services), excluding clerical, confidential, casual, uniformed employees, and all other employees.

1.2 The City and the Union agree that the City has the right to employ seasonal temporary and seasonal emergency 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 employees employed as seasonal temporary and seasonal emergency employees are not members of the bargaining unit and as such, except where specifically provided in the CBA, shall not be subject to the terms and conditions of the CBA. However, as a condition of the City employing seasonal temporary and seasonal emergency 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 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 City shall not employ seasonal temporary and/or seasonal emergency employees in excess of nine (9) consecutive months. The City will not rehire a seasonal temporary or seasonal emergency employee for a thirteen week period after their seasonal employment has ended into another seasonal temporary or seasonal emergency position.

1.2.3 For seasonal temporary and seasonal emergency employees, the City retains the right to assign duties and shift schedules of these employees. These employees will not receive any City 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 City.

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

1.2.5 The City and the Union agree that as a general principle, these seasonal temporary and seasonal emergency 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 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 City to the Union, the Union agrees to not seek a unit clarification of the current AFSCME unit to include seasonal temporary and seasonal emergency 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.

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 once each month 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 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 honor the terms and conditions of each employee's authorization for payroll deduction. 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 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. (Public Employees Organized To Promote Legislative Equality) 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.

2.3 New Employee Orientation-The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, or 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 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 City 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; provided, however, that such activities will not interfere with the work of said employees and shall be performed only with permission of the Supervisor or representative, usually 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 City will provide the Union with 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 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 City, 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:

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:

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:

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

6.5.1. The City 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 City 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 Four:

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 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 City 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 City 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 City. 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 Line of Business 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 City reserves the sole right to determine operational needs. When the City believes a permanent schedule change is necessary to meet operational needs, it will notify the Union in writing. The City and Union will bargain in good faith any changes in hours of work necessary to meet the defined operational needs, using the process described in the attached addendum. Schedule changes proposed by the union that do not adversely affect the operations of the City 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 works overtime in the field any time between 11 pm and 5 am, the on call 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 addition, an employee will not work more than 16 hours in a 24-hour period without 9 hours off between shifts. This rest and recuperation period may be increased at the discretion of the supervisor. If either of the above circumstances occurs, the employee will be placed on administrative leave paid at the normal straight time rate for the period when the time-off break overlaps with the employee's regularly scheduled shift. An employee that has worked 16 hours in a 24 hour period may not be on call duty during the nine 9 hour rest and recuperation period. The supervisor will

assign the call duty to another eligible person. 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 half-hour 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 work day and shall be compensated at the rate of time and one-half.

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.

7.4.2. Overtime may be paid or accrued as compensatory time as agreed in advance by the employee and supervisor. Employees shall not accrue in excess of 80 hours compensatory time, which can be cashed out at any time. All employees shall be allowed to maintain a compensatory time bank of 40 hours. Compensatory time earned through January 31st that is over the 40 hours limitation will be cashed out annually in the employees February 20th check. Compensatory time may be used, at the employee's choice, for illness within the immediate family as defined in Article 10- Sick Leave, Section 10.2 (C).

7.5. Emergency Shifts. 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.

7.6. Standby and Call out. Employees placed on standby are required to remain within a geographic range allowing a maximum of one (1) hour arrival time to the assigned work location. Telephones 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 the rate of \$2.75 per hour. Standby pay shall be \$5.50 per hour for the New Year's Day, July 4th, Thanksgiving, and Christmas holiday.

7.6.1. A call out is defined as any call received by an employee who is off duty, and which requires the employee to engage in work. Employees who are called out shall be paid at the overtime rate for a minimum of two (2) hours, provided that if the call out occurs between 11:00 p.m. and 5:00 a.m. the two (2) hour minimum will be paid at two (2) times the regular rate of pay for the duration of the call out. 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, provided that if the employee receives an additional call before the end of the two hour period, it will be considered an extension of the initial call.

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

7.6.2. When the call can be resolved over the telephone, the employee will receive overtime pay at fifteen (15) minutes increments. If the resolution is by telephone between 11 pm and 5 am, the compensation will increase to thirty (30) minute increments at two (2) times the regular rate of pay.

7.6.3. 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.

7.6.4. When an employee takes sick leave due to the employee's illness or an illness within the immediate family (see Article 10, Sick Leave), the employee will not be eligible for standby and/or call back until after they have returned to work and worked a full shift. The supervisor will assign the standby to another eligible employee as necessary.

7.7. 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.

7.8. Training Time. Training work time as defined by the 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 agreement. See Addendum B for examples.

7.9 CERTIFICATION The City agrees to pay for licenses and certifications required by the employees' job classifications except a Washington driver license and the initial CDL.

7.9.1 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 21.5, In-Training. An employee hired in an In-Training capacity will be subject to all the provisions of 21.5 and must have their certification by the completion of the 6 or 12 month in-training period. In the event that the Master Mechanic does 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 failure to meet the minimum qualifications of the job and is considered just cause for termination of employment.

7.9.2 Commercial Driver's Licenses: Commercial Driver's License Fees shall be borne by the City. Non-City training or testing shall not be compensated. The City will reimburse out-of-pocket expenses associated with required health exams, up to the rate contracted by the City with a vendor for a required health exam. The choice of vendor and rates will remain the decision of the City. If the employee wishes to use a medical service other than the contracted vendor, the City 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. The City will not pay for Washington driver licenses.

8. HOLIDAYS

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

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
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. In addition to the above listed holidays, each employee who has been employed by the City for at least six (6) months may select one (1) non-cumulative floating holiday each calendar year, according to the provisions of the City Policy 10, to be scheduled with the permission of the department director or designee. This floating holiday may be used at the employee's choice for illness within the immediate family as defined in Article 10 - Sick Leave, Section 10.2 (C).

8.2. 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

8.3. 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 8 hour shifts, 27 hours for 9 hour shifts, and 30 hours for 10 hour shifts, of holiday time may be accrued provided it is used within ninety (90) days from the date earned.

8.4. 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 (1/2) for all hours worked plus a full day's holiday pay at the regular rate of pay. Employees who work on July 4, Thanksgiving Day, Christmas, and on New Year' Day shall be compensated at a rate of double time for all hours worked in addition to a full day's pay for the holiday 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.

8.5. 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.

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

8.7. 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.

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
6,7,8,9	132	5.5
10, 11 & 12	144	6
13 & 14	156	6.5
15 & 16 & 17	168	7
18 & 19	180	7.5
20, 21 & 22	192	8.0
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. Maximum accrual is three hundred and twenty (320 hours).

9.2. A regular part-time employee that is employed less than full-time employee on a regular schedule of at least twenty (20) hours per week shall accrue vacation leave with pay at the rate that the hours actually worked bear to a full-time employee's workday.

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. An employee who dies while employed by the City will be able to cash out the entire vacation bank up to 320 hours and this will be paid to the estate of the deceased employee.

9.3.1. Probationary employees 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 approval of the Supervisor.

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, Section 10.2 (C).

10. SICK LEAVE

10.1. Accrual Rates

10.1.1. Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours of leave for each full month of continuous service. Any such leave accrued which is unused shall be accumulated for succeeding years for all regular full-time employees with 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. If an employee's sick leave balance at the end of the year is less than 960 hours there will be no reset.

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

10.2. Sick leave with pay shall be granted 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; and
- 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.** Illness within the immediate family (spouse, domestic partner, sibling, domestic partner's children, your parent, spouse/domestic partner's parent, person who stood in loco parent when the employee was a minor child, grandparent, grandchild or spouse/domestic partner's grandchildren, child to whom the employee stands in loco parents, legal guardian or a de facto parent, regardless of age or dependency status of the employee requiring the employee's presence;
- E.** 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.
- F.** 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. An employee who intends to use sick leave shall notify the appropriate section or dispatching service (as designated by their supervisor) one (1) hour in advance of the time they are required to report to work.

10.4. 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 charged. If authorized sick leave is taken after the employee has expended all sick leave accrued, at the employee's option the lost time shall either be charged against presently accumulated vacation time; or compensatory time; or, with the permission of the City Manager, be taken without pay in accordance with Section 10.5 below. An employee may be

required to provide a doctor's verification of illness or injury at the supervisor's request if the sick leave absence is for more than three (3) consecutive workdays. The documentation requested must be provided to the supervisor within 10 calendar days of the request unless producing the document will cause the employees excessive hardship.

10.5. Except for FMLA, approval of leave without pay which exceeds ten (10) working days is at the discretion of the City Manager and shall not exceed six months. A leave of absence without pay for non-medical reasons will not be granted until all accrued vacation leave is exhausted. A leave of absence without pay taken for medical reasons will only be granted after the employee's sick leave accrual is exhausted and recovery is expected in the foreseeable future.

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

10.7. 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.

10.8. Domestic Violence: 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.

10.9 Management and the Union agree that either party may reopen this Article on July 1, 2019 to discuss what management has learned about the cost to the City of the Union proposed "sick leave cash out" and to talk about different strategies to recognize employees that have not used sick leave over long periods of time.

11. ATTENDANCE

11.1. Definitions:

11.1.1. Scheduled: Absences charged to sick leave or leave without pay which are scheduled at least 16 consecutive hours in advance.

11.1.2. Unscheduled: Absences charged to sick leave or leave without pay that is not scheduled with at least 16 consecutive hours' notice, including leaving before the end of the shift or being late for work. Provided, that 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. 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.

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:

13.2. 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.

13.3. The placement, with the employee, of a child for adoption or foster care.

If both parents are employed by the City, 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.

13.4. 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.

13.5. 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 City. 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. A request for leave without pay by an employee in order to accept employment not in the City service shall, except in unusual circumstances, be considered as insufficient reason for approval of such request. The approval of such request and the terms under which it is granted shall be set forth in writing by the City with a copy to the employee and the Union.

14.3. All accrued vacation and compensatory time shall be exhausted prior to the effective date of approved leave without pay. No vacation or sick leave benefits or any other supplemental benefits shall accrue while an employee is on leave of absence without pay; moreover, the employee's anniversary date will be adjusted by the length of the leave granted. The employee shall be allowed to continue insurance coverage through the City's plan by paying the premium provided permitted by the insurance carrier.

14.4. 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.

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

15.3. Should an employee elect to receive both time loss compensation and paid sick leave, their sick leave credits may be used only to the following extent:

The total number of hours which would have been charged to sick leave, minus the number of hours at regular salary for which payment was made by Workers' Compensation Fund.

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. A City employee who is called for jury duty shall not suffer any loss of their regular City compensation during such absence. The employee shall also be allowed to keep compensation for jury duty. Time not worked because of such duty shall not affect vacation or sick leave accrued. Employees will report for work when less than a normal work day is required by such duties.

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 City. The City shall inform employees of relevant educational opportunities by posting notices in appropriate locations in a timely manner. The City 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 City 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. MEDICAL, HOSPITAL, LIFE, DENTAL INSURANCE 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 \$20 Co-pay Plan

19.1.1.1. Plan 1: For employees hired on or before December 31, 2012, the City will pay 95% of the cost of medical insurance for employees and 85% of the cost of medical insurance for an employee's spouse and dependents.

19.1.1.2. Plan 2: For employees hired on or after January 1, 2013, the City will pay 95% of the cost of the lowest base premium for employees and 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 \$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 \$250 opt out provision for refusing the City's insurance; and

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.

19.2. The City 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, \$25.00 deductible vision plan. The orthodontia and vision plan premiums are paid 100% by the City.

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

19.4. The City shall pay for a long-term disability plan providing, at a minimum, 50% base salary replacement (to a maximum of \$10,000 monthly salary) and a 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 City 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. (See Article 21 - Probation.)

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

19.8. The City 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 as such shall be accessible only to the concerned employee, selected City 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 City.

Employees may examine the file and shall 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, 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, 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, for purposes of investigation; and without pay, for purposes of discipline, not to exceed thirty (30) days.

D. Dismissal or discharge, to be preceded by two 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. PROVIDED, 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

Promotion

21.1 Should a bargaining unit position vacancy occur, as determined by the Employer, the Employer shall be required to consider, qualified candidates for promotion from within the AFSCME bargaining unit before selecting employees from outside the bargaining unit. In the event no qualified candidates apply or are selected, the Employer may select applicants from any source whatsoever. Vacancies will be posted for five (5) days internally.

21.2 An employee who is promoted shall be placed at the closest step in the new range that provides at least five percent (5%) increase in salary.

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

21.4 The promoted employee may be demoted at any time during the promotional trial service period without appeal, provided that the probationary employee is reinstated in the position from which they was promoted, even though this may necessitate the lay-off of the employee occupying the position.

21.5 The promoted employee may, at their request, be returned to their previous position, or at the City'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.

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 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.

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

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

21.3.2 If the City designates the employee to need 12 months of in-training time, the first six months will be paid at 10% below the Step 1 level of the journey-level position pay range, and the second six months will be paid at 5% below the Step 1 level. The City 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 When the In-training period has been successfully completed and the employee has met the skill requirements of the journey-level position, they will then progress through the pay range steps starting at Step 1.

21.3.4 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.

21.3.5 Supervisory employees will be responsible to certify the completion of training of an employee in this position.

21.3.6 In training positions will be posted in-house to bargaining unit members, prior to being posted to the general public.

22. LAYOFF AND RECALL FROM LAYOFF

22.1. While it is the intent of the City to retain a skilled workforce to deliver services, 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.

In the event a reduction in force and layoff is anticipated, it will be the responsibility of the City 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 City will strive to give 60 days’ notice to affected employees, and in the case of lay-off, no less than 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 City 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 city must make reductions in the workforce or layoffs. This section does not prohibit other options not mentioned. When any of these options are involuntary on the part of the employee, seniority will apply in accordance with Section 23, Seniority and Section Layoff Selection.

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 City.

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, Personnel Actions, Demotions, Transfer to same job class, and Transfer to different job class.

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 lay-off

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 City.

1. The City will let affected employees know if their position is to be reduced or potentially reduced in hours. The City will strive to give at least 60 days' notice.

2. The City will continue health and welfare benefits for affected employees at the FTE level extant prior to the commencement of the reduction in hours for 90 days. After 90 days, employee benefits will be maintained and premiums deducted as defined in Insurance Benefits, of the labor agreement and the City's Policy, Employment Status.

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 so that hours can be restored, 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 lay-off.

C. Job Sharing. In a lay-off/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 in the near future.

1. The City will continue health and welfare benefits to both employees at the FTE level extant prior to the commencement of the job share for 90 days. After 90 days, employee benefits will be maintained and premiums deducted as defined in Insurance Benefits, of the labor agreement and City Policy, Employment Status, Vacation accruals, Sick Leave accruals, and holiday pay will be provided at the FTE level associated with the Job Share.

2. Job Share employees will be placed on the Recall list for recall to full-time employment.

3. If a full-time position, in the same classification as that of the employees who are sharing a position, becomes available, the % F.T.E. of the Job Sharing will be increased toward full-time status.

4. 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 - Recall, of this Article.

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 time available to utilize. 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 City will continue health and welfare benefits at the FTE level extant prior to the commencement of the Voluntary Absence Without Pay for 90 days. After 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 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 City 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:

- Drinking Water Operations
- Drinking Water Quality
- Facilities Operations
- Fleet Operations
- Olympia Center
- Park Maintenance
- Parking Services
- Signs and Signal Operations
- Street and Right of Way Operations
- Utility Billing (Water Meter Readers)
- Wastewater and Stormwater Operations
- Waste Resources Operations
- Pump Stations

2. 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 city service within the AFSCME bargaining unit.

3. The City will strive to give at least 60 days' notice with a minimum of 30 days' notice required.
4. The City will continue health and welfare benefits at the FTE level extant prior to the commencement of the layoff for 90 days. After 90 days, the employee will be responsible for the cost of continuing these benefits through COBRA.
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 90 days while the employee is on the re-call list. After 90 days, seniority will be adjusted for the remainder of the time on the recall list up to the 2 years.
7. Probationary Employees - 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. 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 "In-Training guidelines" 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 F.T.E. (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 City 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 City's Recall List for open bargaining unit positions.

1. Employees on the Recall List will have reinstatement rights to a bargaining unit position for 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. City 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 the City's 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 2 year period.
7. Employees who have not been recalled will only be removed from the Recall List, within the 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.)

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 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 City 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 lay-off and recall from lay-off 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 On January 1, 2019, the covered employees will receive a 2% salary increase.

24.2 Beginning January 1, 2020 and again on January 1, 2021, covered employees will receive a salary increase of 90% of Seattle- CPI-U (based on July 1, 2018-June 30, 2019 CPI figures) with a minimum increase of 1% and a maximum increase of 4%.

24.3 Employees shall normally be hired at the first step of the pay range, and shall receive an increase to the second step 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 assumption of their current classification.

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 and when 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 the initial step of the higher paid position, whichever is greater, for the entire period.

24.6.2 In a Non-Represented Position - Whenever an employee is required to perform all or substantially all of the duties of another higher paid non-represented and independent classification and when assigned by a Supervisor for a period in excess of one full shift, the following will apply:

- A. The employee shall be paid out-of-class pay consistent with the City's Administrative Guidelines, and
- B. The employee shall continue their eligibility for overtime, as defined in Section 7.4.
- C. The employee shall be considered a Union member and shall continue to pay Union dues.

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 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 City. 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 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 \$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 City has not provided a meal during this period. Additionally, the City 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 City employees beginning with their completion of ten (10) years 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, to be effective the first pay date after contract signing.

10 years \$250

15 years \$500

25 or more years \$750

26 TOOL ALLOWANCE, UNIFORMS, CDL's and PANTS

26.1 Tool Allowance: The City agrees to furnish employees, except mechanics, with the tools necessary to complete their assigned tasks. For mechanics, the City will pay a tool allowance up to one thousand three hundred dollars (\$1300.00) per calendar year 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 City will also reimburse the mechanic for lost tools when such loss is not caused by the negligence of the employee.

26.2 Safety and Footwear: The City will also supply all safety equipment, rain gear, and gloves if appropriate, subject to review of labor-management committee. These items will be replaced as needed on an exchange basis. All employees who are required by the City to wear safety footwear (lace-up, zipper, or slip on) will receive two hundred dollars (\$200.00) per year for safety footwear in the January 20th paycheck. Safety footwear is defined as footwear that is required for employees to safely perform their normal assignments; for example in Parking Services, the requirement is that the footwear provides adequate foot and ankle support.

26.3 Uniforms: All employees who are provided uniforms are required to wear these and report to work in neat appearance as directed by the City.

26.4 Pants: All field employees will receive two-hundred dollars (\$200) per year for work pants in the January 20th paycheck.

26.5 All new employees will receive two-hundred dollars (\$200) for footwear and two-hundred dollars (\$200) for pants in their first paycheck after hire.

27 SAFETY

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

27.3 The Union and City shall ensure that safety committees, as established in 27.1, will include subject matter specific to issues related to employees with limited commissions.

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 and Social Security.

29.2 Members shall be afforded the option to participate in the ICMA deferred compensation loan program. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City 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 City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City 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 City, once it is established.

30 **CIVIL LIABILITY**

30.1 The City 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 City 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 results 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.
- 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 City 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 City 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 City 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 City, and in accordance with this applicable law, while engaging in activities in violation of this Article. The City 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, 2019 or the date signed by the last party signing the Agreement (whichever date is later) and shall remain in effect until December 31, 2021.

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 _____ 2018.

FOR THE UNION:

Aaron Cole, WSCCCE Staff Representative

Kris Carpenter, Chapter Chair, Negotiations Team

Greg Dunk, Negotiations Team

Jacob Larson, Negotiations Team

Ronnie Black, Negotiations Team

Kris Hansen, Negotiations Team

FOR THE CITY:

Steven R. Hall, City Manager

Joe Olson

Carl Watts

Scott River

Mark Russell

Andy Haub

Joan Lutz

ADDENDUM A PROCESS FOR PERMANENT CHANGES TO WORK SCHEDULES

Goal: The goal is for the City and Union to reach agreement on permanent schedule changes to satisfy both the City's operational needs and the interests of employees.

Guiding Principles

- City to allow adequate time to have meaningful and productive discussions
- City has the sole right to determine operational needs, for example where and when coverage is required.
- City and Union will work to reach agreement in a timely manner.

Process:

1. 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.
2. Union and City will work together to identify options, and analyze pro's and con's.
3. The City reserves the right to determine operational needs.

For example, an operational need in Parks Maintenance is staffing 18 or so hours per day.

4. City and Union will bargain the changes to hours of work required to meet the operational needs.
For Example, of the many possible ways to provide 18 hour staffing, city and union agree that a third, overlapping shift operating during specified hours is the best way to meet the operational need.

Addendum B

The following are examples for the purpose of illustrating the intent of the Training Time language under Article 35.4 of the contract which reads as follows: Training work time as defined by the 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 agreement.

1. **Flexing shifts within the week:** An employee, whose regular shift is 8 hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 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 40 hour work week.
2. **When Overtime is Paid:** An employee, whose regular shift is 8 hours, attended an all-day training on Thursday. The employee put in two hours of work before going to the 8 hour training. By the end of the day, the employee had put in 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 40 hours in the work week. This employee will be paid overtime for 2 hours in accordance with the labor agreement.

When Overtime is Not Paid: An employee whose regular shift is 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 8 hour training. By the end of the day, the employee had put in 10 hours of work. The employee worked the full 40 hours for this week; the employee is not entitled to any overtime.