

**AGREEMENT
BY AND BETWEEN**

THE CITY OF LACEY

AND

**LOCAL 618-L
LACEY CITY EMPLOYEES**

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO**

January 1, 2022 through December 31, 2024

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PREAMBLE

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

ARTICLE 1 - GENERAL PROVISIONS

- 1.1. **Union.** The Union hereby and herewith covenants, agrees, and represents to the Employer that the Union is duly authorized and empowered to contract for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this agreement as herein set forth. The parties agree that in conferences and negotiations the Union will represent all employees in the bargaining unit.
- 1.2. **Employer.** The Employer hereby and herewith covenants, agrees, and represents to the Union that the Employer under the express limitations of this Agreement is duly authorized and empowered to contract for and on behalf of the City of Lacey and for itself represents that it will faithfully and diligently abide by and strictly be bound to all of the provisions of this Agreement as herein set forth.
- 1.3. **Representations.** It is agreed and understood between the parties hereto that this Agreement contains all covenants, stipulations, and provisions, agreed upon at the time of agreement, by the parties hereto. No agent or representative of either party has authority to make any promise, inducement, or agreement contrary to the provisions herein.
- 1.4. **Gender Disclaimer.** Wherever words denoting a specific gender are used in this Agreement, they are intended to apply equally to all employees without regard to gender.
- 1.5. **Definitions.**

Appointing Official - the City Manager or their designee.

Classification - an assembly of positions that are compensated at the same pay level.

Bona fide occupational qualification (BFOQ)- is an employment qualification that an employer can legally consider under Title VII while making decisions about retaining and hiring employees. The qualification is related to the job and is necessary for business operations.

Department - is defined as normal operating departments of the Employer with the exception that Public Works is broken down into several divisions. Those are: a. Engineering; b. Operations Transportation; c. Operations Parks Maintenance; d. Operations Water & Wastewater; e. Operations Equipment Rental; and f. Water Resources.

Department Director - the employee designated as serving as the head of a department of the Employer and includes, without being limited to: Police Chief, Parks, Culture and Recreation Director, Finance Director, Director of Human Resources, Community and Economic Development Director, Assistant City Manager and Public Works Director.

Grievance - For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement.

Job Family - a grouping of similar positions requiring a specific field of technical and/or professional expertise, skills, and training.

Position - specific "job" or duties performed by an employee for a specific department and division on a regularly occurring basis.

Qualify or Qualified - meeting the minimum qualifications for the position.

Regular Full-Time Position - An approved, budgeted, continuous position that requires at least forty (40) hours of work per week. Full-time employees shall be entitled to full benefits in accordance with this agreement.

Regular Part-Time Position - An approved, budgeted, continuous position that requires at least twenty (20) hours of work but less than forty (40) hours. Part-time employees shall be entitled to all benefits on a pro-rated basis, unless otherwise stated.

Represented Temporary Employees - An employee who has worked in a job classification listed in Appendix A for more than six (6) months but not more than twelve (12) consecutive months; provided the parties may mutually agree to an exception for extenuating and/or unusual circumstances. Represented temporary employees will become members of the Union, and will be covered by the terms of this Agreement, unless otherwise stated, beginning the first payroll period following the employees' completion of six (6) months of continuous employment in a temporary position. Represented temporary employees serve "at will" and may be terminated or disciplined without recourse to the grievance procedure.

Limited Term Employees - An employee hired for a definite and limited term of employment in excess of six (6) months but no longer than twenty-four (24) months and regularly assigned to work a minimum of twenty (20) hours per week (e.g. on special projects).

Limited term employees will be eligible for benefits (pro-rated if they work less than 40 hours per week) as provided by this Agreement. Seniority does not accrue unless: 1) the employee has already passed probation in a regular position, or 2) the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked.

Limited term employees who are reinstated within six (6) months or shorter to their former position or same classification shall be reinstated to the pay grade held on separation.

Seniority - Seniority shall mean the most recent date of hire in a regular budgeted position represented by the Union; except as defined differently in Article 13 – Reduction in Force.

ARTICLE 2 - UNION RECOGNITION

2.1. Non-Discrimination. Under this Agreement, neither party will discriminate against or unlawfully harass employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, veteran status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities. Bona fide occupational qualifications (BFOQ's) under Title VII of the Civil Rights Act based on the above traits do not violate this Section.

Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with City policy.

Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

2.2 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours, and working conditions for all employees described in the recognition clause, including for all regular full-time, regular part-time, and represented temporary positions of the Employer allocated to classifications listed on Appendix A except those the parties mutually agree to exclude from the bargaining unit. The Employer agrees to notify the Union in writing of its intent to exempt new classifications not currently listed on Appendix A. Notification will be made before an affected vacant position is advertised or posted.

2.3. Exclusions.

2.3.1. Seasonal employees are employees hired by the Employer to handle peak work load periods. Seasonal positions will be used for no more than six (6) months. Seasonal employees transferred to another seasonal position remain subject to the six (6) months total aggregate employment.

2.3.2. Temporary employees are employees hired by the Employer for specific projects or programs, including grant-funded positions, or to replace employees temporarily unable to work, provided the term of employment for a temporary employee shall not exceed six (6) consecutive months. The parties to this agreement may mutually agree to an exception for extenuating and/or unusual circumstances.

2.4. Employer Use of Temporary/Seasonal Employees. The Employer will not hire full-time temporary, represented temporary, or seasonal positions on a consistent year round basis (e.g., January through December) in the same Department; provided, the parties may mutually agree to an exception for extenuating and/or unusual circumstances.

ARTICLE 3 - UNION SECURITY-MEMBERSHIP

- 3.1. Membership.** The Employer agrees to remain neutral regarding Union Membership. Employees with questions about Union membership will be directed to the Union President or Union Staff Representative.
- 3.2. Fees/Dues.** Upon receipt of a signed authorization dues card from the employee, the Employer shall deduct all dues and fees as certified by the Union and transfer the amount to the Union once per month. Employees requesting to stop dues/fees shall provide notice to the Union with the Employer stopping deductions following confirmation from the Union that the employee's authorization has been properly terminated in compliance with the terms of the signed authorization executed by the employee.
- Signed Authorizations are effective regardless of whether they are executed in writing or electronically.
- 3.3. Bargaining Unit List.** The Employer shall transmit a bargaining unit list to the Union on a monthly basis. The bargaining unit list will consist of all Union employees including their names, job classifications, monthly base wage rates, dates of hire and mailing address.
- 3.4. Hold Harmless Agreement.** The Union agrees to defend, indemnify, and hold the Employer harmless against any and all liabilities that arise by reason of actions taken by the Employer pursuant to this Article.

ARTICLE 4 – RIGHTS

- 4.1. Management Rights.** Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the departments or the Employer or any parts of departments.

It is expressly recognized that such rights, powers, authority, and function include, but are by no means whatever limited to:

1. The full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto;
 - a. the location of its offices,
 - b. places of business,
 - c. equipment to be utilized, and the layout thereof;
2. The right to establish or change schedules of work, evaluations, and standards of performance;
3. The right to establish, change, combine, or eliminate jobs, positions, job classifications, and descriptions;
4. The right to establish compensation for new or changed AFSCME represented positions, provided the Union may request to bargain compensation for new or changed AFSCME represented

positions within five (5) working days of official notice from the Employer. Notice will be provided to the Staff Representative and the Local President. Bargaining for compensation for new or changed positions will be resolved within ten (10) working days of the Union's request to bargain. If compensation remains unresolved after ten (10) working days, the position will be posted. Once agreed upon compensation is established, salary will be retroactive from date of hire, if necessary.

5. The right to establish new or change existing procedures, methods, processes, facilities, and equipment, or make technological changes;
6. The right to maintain order and efficiency;
7. The right to contract or subcontract any work, with appropriate prior notice to the Union when current bargaining unit positions will be reduced or significantly affected;
8. The right to use volunteers;
9. The right to designate the work and functions to be performed by the Employer and the places where it is to be performed;
10. The right to make and enforce safety and security rules and rules of conduct;
11. The determination of the number of employees and the direction of the employees, including but by no means whatever limited to hiring, selecting, and training of new employees, suspending or discharging; scheduling, assigning, laying off, recalling, promoting, retiring, demoting, and transferring of its employees.

4.1.1. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or to bargaining during the term of this Agreement, except as to whether or not the exercise of such management prerogative, function, or right is a violation of the terms of this agreement.

4.2. Union Rights.

4.2.1. Business Representative of the Union. The President of the Union, or designee, and accredited representatives of WSCCCE Council 2, shall be allowed access to all facilities of the Employer wherein the employees covered under this Agreement may be working for the purpose of investigating grievances, or other legitimate local union business where such business involves meeting with supervisors or non-represented personnel, providing such representative does not interfere with the normal work processes. After notifying and receiving permission from the Director of Human Resources or designee, the president of the Union or designated Stewards, may have reasonable time off with pay in order to investigate grievances, attend grievance meetings, and meet with Employer officials to carry out the business of the Union. Normally, contacts with employees shall be held during the employees' breaks and/or lunch period so that there is no suspension of work or interference with the operations of the Employer. When this is not possible, a Union Representative may request their supervisor for five (5) minutes to confer with the affected employee to schedule a time to meet off hours. Also, before attending scheduled meetings, the employee will ask permission of their supervisor. Such permission will not be unreasonably withheld.

4.2.2. Employee Upholding Union Principles/Performing Duties. The Employer agrees that the employees covered by this Agreement shall not be discharged or discriminated against for upholding Union principles so long as these activities are lawful and do not interfere with normal work processes of the Employer.

4.2.3. Negotiations. Not more than four (4) members of the Union's negotiating team shall be permitted to attend negotiating meetings with Employer representatives without loss of pay to the extent that such meetings are scheduled during the working hours of the members so attending.

4.2.4. Bulletin Boards. The Employer agrees to allow the Union/Staff Representatives to use designated bulletin boards, the purpose of which shall be to post union information. It is specifically understood that no notices of a discriminatory or a political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the union official responsible for the posting.

4.2.5. E-Mail. Use of the Employer's e-mail system is limited to business use only. The Employer agrees to allow the union/staff representatives the use of the Employer's e-mail system only for the purposes of posting notices of meeting dates, times, and locations (no attachments), or for joint labor and management relations communications related to contractual issues. The Employer reserves the right to remove this permission should violations occur which are in violation of this provision or Employer policy.

4.2.6. New Member Orientation. The Employer agrees to notify the Union staff representative and Local Union President via electronic written communication of:

- a) The names of new hires, corresponding job title, and Department within one week of hire.
- b) The Employer shall permit a Union official at no loss of pay, to be granted up to thirty (30) minutes to provide each new employee with a new hire orientation covering a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.
- c) This orientation will be done one-on-one, unless the Union deems to conduct the orientation otherwise. The Union official shall coordinate a time with their Supervisors to meet with the new employee(s), for the orientation, within the first two weeks of the new hire's start date.

ARTICLE 5 - HOURS OF WORK

5.1. Normal Workweek. The normal workweek for all current bargaining unit employees, except those specifically excluded or by mutual agreement, shall be Monday through Friday and forty (40) hours consisting of either five (5) consecutive days of not less than eight (8) hours per day exclusive of lunch period, depending on the operational needs of the Employer. Other regular schedules may be worked by mutual agreement of the employee(s) and Employer with a copy to the Union. New employees hired after December 31, 2001 may be hired or subsequently transferred to work a regular workweek schedule consisting of five (5) consecutive days on duty with two (2) consecutive days off duty. Any employee hired before 12/31/2001 who accepts a position advertised with a non-traditional workweek accepts a non-traditional workweek as a condition of employment.¹ When

¹ The intent of this language is if a job posting or advertisement does not specifically reference a required non-traditional workweek at the time of the advertisement, then an employee who was hired before 12/31/2001, and who successfully applies and is granted that job has rights to a

Employer operation requires a change of an employee's normal workweek, for a specific job, project, or Employer function, the Department Director shall issue a written notice to said employee as required by this agreement. Upon completion of the specific job, project, or function, the employee shall resume their regular job and normal workweek. No employee shall be subject to change of their normal workweek without written notification as provided for in Article 5.11 except in emergency situations.

5.2. Regular Starting/Quitting Time.

5.2.1. All employees shall have a regular starting and a regular quitting time, and any work performed before the regular starting or after the regular quitting time shall be considered overtime; except as for provided in Article 5.5, Overtime and Section 5.7, 40 Hour Workweek Schedule. Provided, the regular work hours and/or lunch period may be occasionally shifted to allow employees to attend scheduled training or a meeting which falls within two (2) hours of the normal start or stop of their regularly assigned work day.

5.2.2. An employee unable to report to work at their normal scheduled starting time must make every reasonable attempt to notify their supervisor within the first fifteen (15) minutes before the start of the work shift (earlier notification is encouraged if the employee can reach their supervisor). If the employee is unable to get through the phone line to reach their supervisor before the start of their designated shift the employee shall then call City Hall or the Public Works Operations Center mainline (department front desk) and leave a message and telephone number where the supervisor can contact the employee. In the case of critical illness, a spouse, domestic partner, or close friend may call for the employee. Failure to call in an absence may be grounds for disciplinary action if the employee does not provide the Employer a reasonable cause.

5.3. Emergency and Emergency Work Assignment/Scheduling. The City Manager or designated Department Director has the authority to declare a City-wide emergency situation. During a major emergency or disaster of such magnitude that an extensive City response is needed (i.e., significant earthquake, volcanic eruption, etc.), all employees are to report in to work as soon as possible after attending to immediate family health and safety needs.

During a lesser emergency affecting only certain operational areas or a smaller portion of the City (i.e., storm, riot, network failures, cyberattacks, security breaches, etc.), the supervisor as listed in Article 1.5 has the authority to declare an emergency situation. Employees in those operational areas affected should contact their supervisor to see if they are needed to report to work (and/or respond in accordance with established department operational procedures for emergency response).

For an emergency requiring a 24-hour response, employees may be assigned up to a 12.5-hour shifts. Employees assigned to a shift longer than their normally assigned schedule for the day will receive their regular pay for the first eight (8) hours of their shift, then 1 ½ time for any additional

traditional workweek under the contract. In the event of a conflict between this contract language and job descriptions that contain language such as "may be required to work non-traditional workweeks"; this contract provision shall prevail

hours remaining in the emergency assignment. Employees will be offered shift selection on the basis of seniority.

In the case of an emergency, the Employer reserves the right to assign and schedule employees to work whenever and wherever as needed and take other actions as necessary to ensure the protection of life, health, safety, and property of persons under our jurisdiction for the duration of the emergency.

Employees sent home by their supervisors early in anticipation of an upcoming needed response shall be paid for the duration of the remainder of their regular shift.

5.4 Meal Periods. An employee who works at least five (5) hours in a workday will be provided an unpaid meal period of at least thirty (30) minutes, approximately midway through the workday, unless otherwise specified. Employees must notify their supervisor if they have not had a meal period and must not perform any work during the meal period. Employees working at least three (3) hours longer than a normal workday will be allowed a meal period before or during the overtime portion of the shift. A "normal workday" is the shift the employee is regularly scheduled to work. If the employee's scheduled shift changes due to working a double shift, or working extra hours, the additional meal period will be permitted. Employees working a regular twelve (12) hour shift will be entitled to a second meal period.

5.4.1 Breaks. Employees may take one fifteen (15) minute break period during paid working hours approximately midway through each four (4) hours of work. Rest breaks may be taken on a scheduled or intermittent basis as determined by the employee's supervisor. Rest breaks are paid, but may not be used to extend a lunch period, leave early, or arrive late. Breaks shall be taken in the field when working away from Employer facilities prior to and after the break. The fifteen (15) minute break period is inclusive of travel time. Employees must notify their supervisor if they have not had a rest break.

5.5. Overtime. Overtime for regular full-time or regular part-time employees shall be defined as hours compensated in excess of the regularly scheduled shift or over forty (40) hours in the workweek (as applied in Article 5.7) or over eighty (80) hours in a two-week period (as applied in Article 5.8 for Alternative Work Schedules). All overtime must be authorized by the employee's supervisor in charge.

Compensation for overtime shall take the form of pay at time and one-half or compensatory time at the rate of time and one-half, at the employee's option.

5.6. Compensatory Time. At the time an employee exercises their option, by marking their timecard, they make an irrevocable decision as to whether all or part of the overtime will be compensated as compensatory time or paid overtime. Compensatory time may be taken only in the form of time off from work. Compensatory time off accumulated shall not exceed eighty (80) hours per employee during a calendar year. All compensatory balances must be reduced to forty (40) hours and/or scheduled to be reduced to forty (40) hours by December 31. Any additional compensatory time over the 40-hour maximum will be paid as overtime in the next pay period. Any overtime earned which would place the employee above the maximum accrual of eighty (80) hours of compensatory

time would be paid at time and one-half at the end of the pay period in which the overtime was earned. Use of compensatory time shall be scheduled in advance with the immediate supervisor based upon the convenience of the operations of the Employer within the limitations as stated above.

5.7. 40-Hour Workweek Schedule. Positions designated as having a Workweek Schedule (i.e., 40 hours) are positions which normally have scheduled early morning, evening, and/or weekend job requirements. Employees working a Workweek Schedule will receive one and one-half times the regular hourly rate of pay for all hours compensated over forty (40) in accordance with Article 5.5. However, the Department Director may authorize overtime at the rate of one and one-half times the regular hourly rate of pay for all authorized, non-scheduled work (not a part of the expected, regular schedule; i.e., special demands or projects, extra effort required to meet workload demands, etc.). For employees working a Workweek Schedule, the workweek shall be designated and documented by the respective Department Director under City Policy.

5.8. Alternative Work Schedules. Upon mutual agreement, at the discretion of the Employer and if operationally feasible, employees may work a regular alternative work schedule. The proposed work schedule will be written and submitted to Human Resources and the Union with the terms and duration of the proposed schedule. For employees working an alternative work schedule, overtime shall be defined as hours compensated in excess of the regularly scheduled shift per day or over forty (40) hours in a one-week period, or for those on a 9-80 schedule, over eighty (80) hours in a two-week period, per Article 5.5.

Unless otherwise mutually agreed to, new employees will work their regular schedule until they pass their probationary period.

Examples of alternative work schedules may include the following:

- 9-80 Definition: Schedule may consist of a work pattern over a two-week period that includes eighty (80) hours spread across a two-week period, which may include eight 9-hour days, one 8-hour day, and one day off.

9-80 Work Schedule Examples

	M	Tuesday	Wednesday	Thursday	Friday
Week 1	9	9	9	9	8
Week 2	9	9	9	9	Off

Additional Examples:

	M	Tuesday	Wednesday	Thursday	Friday
Week 1	9	9	9	9	Off
Week 2	9	9	9	9	8

	M	Tuesday	Wednesday	Thursday	Friday
Week 1	Off	9	9	9	9
Week 2	8	9	9	9	9

	M	Tuesday	Wednesday	Thursday	Friday
Week 1	8	9	9	9	9
Week 2	Off	9	9	9	9

5.8.1 Requesting a 9/80 AWS. Any member who would like to request a 9/80 AWS schedule may do so by submitting a Work Schedule Request Form to the employee's direct supervisor and additional supervisors to include the Department Director, with a copy to Human Resources for consideration and implementation.

Appropriate supervisors will work with HR to respond to requests; alternative work schedule requests will be approved or denied within thirty (30) days of submission based on the criteria in Section 5.8.2.

5.8.2 Nine-eighty work (9-80) alternative work schedules. The following criteria will be used in determining feasibility for employee participation in this work schedule type as follows:

- a) Alternative work schedules are not available to probationary employees, unless necessary for work performed.
- b) Alternative work schedules do not impede City functions or detrimentally impact customer service standards to the public and throughout the organization.
- c) Alternative work schedules will provide effective coverage in the work group of the requesting employee, whereby remaining staff maintain the ability to provide the same level of service to the public and throughout the organization.
- d) Alternative work schedules will not diminish the current level of productivity and efficiency standards based on historical trends.
- e) Alternative work schedules will result in no additional cost to the City.

Employees interesting participating must complete a Work Schedule Request Form as developed in 2020 by the Ad-hoc LMC.

- a) If there are employees from a division that want to participate, and it is determined that the whole division would have to participate in the alternative work schedule to make it feasible, a vote would be held in the group, with majority rule, to complete a Work Schedule Request Form.

The proposed work schedule (with specific terms and duration) will be written and submitted to the employee's direct supervisor and additional supervisors to include the Department Director, with a copy to Human Resources for consideration and implementation.

Appropriate supervisors will work with HR to respond to requests; alternative work schedule requests will be approved or denied within thirty (30) days of submission, based on the criteria

above.

Employees approved to participate will be eligible to begin their alternative work schedule(s) no later than thirty (30) days following approval of their request, unless the period is extended to accommodate payroll coordination.

Employees who are eligible for another type of flexible work schedule (such as partial teleworking) may not be eligible to participate in a 9-80 alternative work schedule and another flexible work schedule if not operationally feasible, as determined by the Employer. The alternative work schedule is subject to periodic review and may be ended by the Employer at any time if not operationally feasible and/or due to emergency circumstances. Should this be the case, the employee on the affected work schedule will be provided notice of either discontinuation or temporary stoppage of the alternative work schedule.

Employees who are on a 9-80 alternative work schedule will have a designated FLSA workweek as allowed by their 9-80 alternative work schedule.

5.8.3 Holidays Falling on Weekends for 9/80 Schedule. A legal holiday that falls on Saturday shall be observed on the preceding Friday. A legal holiday that falls on Sunday shall be observed the following Monday. When an employee on a 9/80 schedule has their regular day off on the day designated as the observed holiday, the regular day off will be taken immediately before or after the observed holiday. For example, if the holiday falls on a Friday, the employee's regular day off is to be taken the Thursday (the day) before. If the holiday falls on a Monday, the Tuesday (the following day) is to be taken for the regular day off.

Holidays are recorded as 8 hours. If the observed holiday falls on an employee's scheduled 9-hour day, employees will supplement an additional 1 hour of vacation or compensatory time to account for the extra hour. If the observed holiday falls on the 8-hour day during the 9/80 work period, no supplement of time is required.

5.8.4 Flex Time. The requirements of Articles 5.1, 5.2, and 5.3 shall not preclude the Department Director and employees of the department from mutual agreement on a Flex Time Schedule. Hours flexed must occur in the same workweek for forty (40) hour work week employees.

5.9 Remote Work (part-time). Upon mutual agreement, at the discretion of the employer and if operationally feasible, employees may work remotely on a part-time basis.

5.9.1 Requesting a part-time Remote work Schedule: Any member who would like to work remotely may request to do so by submitting a Remote Work Request and Agreement Form to the employee's direct supervisor and additional supervisors, to include the Department Director, with a copy to Human Resources (HR) Department for consideration and implementation.

Appropriate supervisors will work with HR to respond to requests and members will be notified in writing of the decision to approve or deny the request for a remote work schedule within thirty (30) calendar days of submission.

5.10. Call Back.

5.10.1. 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 (including employees on stand-by) who are called back to work shall receive a minimum of two and a half (2.5) hours pay at the overtime rate for the work for which they are called back. If an employee receives a second or additional call during the two and a half (2.5) hour call back period, the employee shall not receive additional call back pay. If, an employee receives another call back to work after the original two and a half (2.5) hour call back time has ended, they shall receive call back pay as described above.

5.10.2. An employee will be paid overtime at time and one-half for any additional time worked beyond the two and a half (2.5) hour call back until the start of their regular shift.

5.10.3. When Not Receiving Stand-By Pay. In lieu of call back, if an employee receives a non-standby work-related communication when off duty and is asked to work (e.g., troubleshoot problems) they will receive overtime pay at fifteen (15) minute increments, with a fifteen (15) minute minimum, regardless of the length of the response required. For communications that are received, and responses required, between midnight and 5 a.m., the employee shall receive overtime pay in thirty (30) minute increments. Work shall include any tasks that do not require the employee to leave home, including but not limited to telephone calls, remote access to City computer systems (SCADA), and/or or text messaging.

5.10.4. While on Stand-By Pay Status. In lieu of call back, the Employer shall pay the stand-by employees a flat rate of \$11.25 for each work-related phone call that lasts between five (5) and fifteen (15) minutes in duration, not to compound for multiple calls received within the same fifteen (15) minute time period. Calls will not be compensated if the response required is less than five (5) minutes in duration. Employees shall receive overtime pay in fifteen (15) minute increments, for calls lasting more than fifteen (15) minutes in duration. For responses that require fifteen (15) minutes or more between midnight and 5 a.m., the employee shall receive overtime pay in thirty (30) minute increments. Work shall include any tasks that do not require the employee to leave home, including but not limited to telephone calls, remote access to City computer systems (SCADA) and/or or text messaging.

5.10.5. This provision shall not apply to hours worked which are annexed consecutively to the end of the working day or within one (1) hour of the beginning of the regularly scheduled working day, provided, however, there shall be a minimum of one (1) hour overtime paid for any work performed within one (1) hour of the beginning of the working day. Hours which are annexed to the end of the working day will be paid at the overtime rate of time and one-half for actual time worked.

5.10.6. Rest/Sleep Period. An employee called back in the following situations shall receive eight (8) consecutive hours off duty prior to their next regular shift, immediately following the completion of the last call:

- a) Called back before 3:00 a.m. and has worked for two (2) hours or more after midnight and before 5:00 am;

- b) Called back three (3) or more times after 9:00 pm and before one (1) hour prior to the beginning of their next scheduled work shift.
- c) Provided, if the Employer needs the employee to continue to work in the above (a & b) situations, the employee will be compensated at the overtime rate for all hours worked until released from duty.

5.10.6.a. Following the off-duty time, the employee shall report for duty until the end of their scheduled shift. The employee shall be compensated at their regular rate of pay for any off-duty hours that overlap the employee's regular work shift. The off-duty time may be interrupted by emergency conditions. In this event, the employee shall be paid overtime for any hours worked during the eight (8) hour off-duty period.

5.10.7 Call back time starts when an employee leaves their driveway or location at the time of the call and is enroute in response to a call or to the Operations Maintenance Center.

5.11. Work Schedule Change. This section applies during non-emergencies. A change in workweek and/or shift will require a minimum of fourteen (14) calendar days' written notice delivered to the applicable employees unless mutually agreed upon between the employee(s) and the supervisor.

5.11.1. If it becomes necessary for the Employer to schedule employees on alternate shifts (i.e., nights, weekends, etc.) who are otherwise not already doing so, the following process shall be applied:

- a) The Employer will create a list, by seniority, of employees eligible to perform the required duties based on skills and knowledge; based upon the qualifications needed to do the job. The Employer will notify each employee selected for the list. New employees are not considered eligible until they successfully complete probation.
- b) The Employer will call for volunteers from the list of eligible employees based on Seniority.
- c) If more employees are needed to fill shifts beyond those who have volunteered, employees hired after December 31, 2001 will be assigned the shift with the least senior eligible employee being the first required to fill the shift.
- d) In the event of a temporary assignment, no individual employee shall be assigned a temporary alternate schedule longer than one (1) month, except by mutual agreement. In the event employees are required to work an alternate schedule for longer than one (1) month, either a volunteer or the next least senior employee shall be selected for the assignment in accordance with the procedure noted above.

5.12. Scheduled Night-Time Work. Any scheduled night time work performed between the hours of midnight and 6:00 a.m. shall be paid at straight time plus a fifteen percent (15%) premium. With supervisor pre-approval, employees will receive overtime pay for any hours actually worked over eight (8) hours in a workday. Hours actually worked does not include any non-working compensated hours (i.e. vacation, sick leave, or holidays).

A workday is defined as beginning at 12:00 a.m. and ending at 11:59 p.m., unless working a mutually agreed upon alternate work schedule.

5.13 Standby. Employee assignment to the Primary Standby Team is on a voluntary basis. The purpose of Standby Duty is to be available during off-duty hours:

1. To receive service requests concerning problems.
2. To investigate the nature and seriousness of the problem either by telephone or by on-site inspection.
3. To correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public.
4. To call out appropriate crews when necessary to direct the crew to the site; to perform work as a crew member if callback should occur.
5. To keep appropriate records within guidelines of Division procedures for standby.

5.13.1. Standby Assignment. In the event the Employer needs to assign employees to work standby it will be on the basis of seniority, least senior employee first, unless the parties mutually agree to a different procedure.

5.13.1.a. Standby Assignment During Emergency. In cases of freezing temperatures or other emergencies, standby assignments will be augmented on a temporary basis and can be extended if both parties are in agreement. The Employer will have a list of volunteers on a rotating list that will be on standby for each area of expertise. Seniority, together with specialized training and safety will be factors for consideration in the selection of employees on the rotating list.

5.13.2. Standby Procedures. Procedures and guidelines for individuals working on the Standby Team are maintained in the Standby Operations Manual. The Employer agrees to notify the Union President and the Union Staff Representative in writing if any proposed changes to these procedures and guidelines will affect working conditions, hours of work, or pay. Employees working standby who respond to a call out in accordance with applicable standby procedures shall be eligible for minimum call back pay per the provisions of Article 5.10.1 Call Back.

5.13.3. Standby Compensation. Employees assigned to standby shall be compensated at the rate of three dollars and seventy-five cents (\$3.75) per hour. Standby pay shall be increased on January 1st of each year by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W, Half 1, All items. Employees shall not be compensated for standby pay during normally scheduled work hours or normally scheduled work breaks (i.e., lunch).

5.13.4 Standby Holiday Premium. An employee will be paid an additional ten percent (10%) premium to the normal standby rate for each hour assigned to standby on a holiday.

5.13.5 Standby Procedures for Parks, Culture and Recreation Department Aquatics Program. Staff assigned to stand by duty will receive stand by pay at the same rate as determined by Articles 5.10.1, 5.10.4 and 5.13.3. When a staff member is on regular duty receiving regular pay, they are not eligible for stand by pay.

Aquatics staff members will have first opportunity to sign up for stand by duty on a monthly basis in

one (1) week increments. If no Aquatics staff member is available or willing to sign up for a certain week, then other Parks and Recreation staff will be provided the opportunity to sign up. If no other Parks and Recreation staff sign up, then the Parks, Culture and Recreation Director or Recreation Manager will handle any after-hours calls.

In an emergency situation where no staff is available to be on standby duty, the Director or Manager may fill in. These occurrences will be documented and the Employer will inform AFSCME.

Standby team members may voluntarily make mutual agreements to cover for each other provided they notify the appropriate supervisor. When employees choose to split a standby shift, only one employee covering the standby shift shall receive the standby compensation at a time.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1. Intent.** The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Grievance hearings with the employee and Union Representatives will be scheduled during normal work hours except by mutual agreement of the parties.
- 6.2. Grievance Definition.** For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. An employee, group of employees, or the Union must file a grievance as provided for in Steps 1-3 below.
- 6.3. Steps in the Grievance Procedure.** The following steps shall be followed in processing grievances. At any step of the grievance procedure, the Employer may request additional information from the Union in writing, in regards to the reasons the Union felt the grievance was unsatisfactorily resolved at the prior step.
- 6.3.1. Step 1 - Supervisor.** Step 1 provides an opportunity for discussion and remedy of the grievance at the lowest possible level. The grievant employee(s), with or without the Union Steward, shall present the grievance within ten (10) working days of its alleged occurrence, or when the employee(s) first knew (or should have known) of its occurrence, to their immediate supervisor who shall attempt to resolve it within five (5) working days after receipt of this grievance. Verbal warnings shall not be grieved beyond this step.
- 6.3.2. Step 2 - Division or Mid-Level Supervisor.** All grievances of disciplinary action at a written warning level or higher shall be filed initially at Step 2. Or, if the Union is not satisfied with the solution of the immediate supervisor at Step 1 regarding other grievance topics, the grievant and the Union Steward shall submit the grievance in written form within ten (10) working days of the supervisor's response, to the Division or Mid-Level Supervisor or designee. The statement must include:

- a) A statement of the grievance and relevant facts.

- b) Specific provision(s) of the Agreement alleged to have been violated.
- c) Remedy sought.

6.3.2.a. Where there is not a Division or Mid-Level supervisor the grievance shall instead be filed at Step 3 with the Union supplying the written grievance statement information requested in Step 2.

6.3.2.b. The Division or Mid-Level Supervisor or designee shall schedule a meeting with the parties within ten (10) working days after receipt of the grievance and shall attempt to resolve the grievance. The Division or Mid-Level Supervisor or designee shall provide a written response to the Union Staff Representative, with a copy to the Steward and the grievant within ten (10) working days after the meeting.

6.3.3. Step 3 - Department Director. If the Union is not satisfied with the remedy of the Division or Mid-Level Supervisor at Step 2, the Union shall submit the written grievance within ten (10) working days of the Division or Mid-Level Supervisor's response, to the Department Director or designee with a copy to Human Resources.

The Department Director or designee shall schedule a meeting with the parties within ten (10) working days after receipt of the grievance and shall attempt to resolve the grievance. The Department Director shall provide a written response to the Union Staff Representative, with a copy to the Steward and the grievant, within ten (10) working days of the meeting. Written warnings shall not be grieved beyond this step.

6.3.4. Step 4 - City Manager. If the Union is not satisfied with the remedy of the Department Director at Step 3, the Union shall submit the written grievance within ten (10) working days of the Department Director's response to the City Manager or designee with a copy to Human Resources. The City Manager shall schedule a meeting with the parties within ten (10) working days after receipt of the grievance. The City Manager or designee shall provide a written remedy to the Union Staff Representative, with a copy to the Steward and the grievant, within ten (10) working days of the meeting.

6.3.5. Step 5 - Mediation. If the grievance remains unresolved after fifteen (15) working days from the date of submission of the grievance remedy from the City Manager or designee, the written grievance, as set forth in Step 2, may be submitted by mutual agreement to the Public Employment Relations Commission. Mediation may be waived by written agreement of the parties.

6.3.6. Step 6 - Arbitration. If the mediator declares the parties to be at impasse, or if the mediation step is waived, the parties shall request an arbitrator within fifteen (15) working days from the date the parties waive mediation or reach impasse, in accordance with the following procedures:

6.3.6.a. Selection of Arbitrator. The parties will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple related grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service, Public Employment Relations Commission, or National Academy of Arbitrators to provide a list of nine (9) names of members

of the National Academy of Arbitrators with their principal place of residence in Washington or Oregon (the list may be reduced to seven (7) names (if the agency selected only initially provides seven (7) names by practice). The parties may agree on an alternate source for a list of arbitrators. The parties shall alternately strike one name from the list until only one name remains. The one name remaining shall be the arbitrator. A coin toss shall determine which party shall strike the first name from the list of arbitrators.

6.3.6.b. Hearing. The arbitrator shall hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be private and shall include only such parties in interest and/or designated representatives. The Employer will authorize paid work hours for attendance at a grievance hearing for only the affected employee (if still employed) the Union President or Steward, and City employees who are witnesses for the specific times they are scheduled to be available to testify. The arbitrator's rendered decision shall have no authority to alter, modify, vacate, or amend any terms of this Agreement or to substitute their judgment on a matter for that of the Employer where the Employer has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided the decision does not involve action by the Employer which is beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate agreements or to change any of the present provisions of this Agreement.

6.3.6.c. Fees and Expenses. The fees and expenses of the arbitrator and the proceedings shall be paid by the "losing" party to the award. If the parties cannot agree as to who is the "losing" party, the arbitrator's choice shall be determinative. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses (except as provided for under Article 6.3.6.2. - Hearing). If either party desires a record of the proceedings, it shall solely bear the cost of such record.

6.3.6.d. Limitations. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement and no arbitration, determination, or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

6.3.6.e. Provision for Remand. In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

6.3.6.f. Voluntary Abatement. The Union, on behalf of any grievant, may withdraw a grievance and/or not authorize progression of a grievance at any step in the grievance procedure. The Employer agrees that withdrawal of a grievance does not constitute a precedent for future grievance remedies. The Employer further agrees that it shall not offer a settlement which violates the terms and conditions of this Agreement.

- 6.4. **Exclusive Remedy.** It is agreed that the grievance procedure set forth herein is the sole and exclusive remedy for the redress of a grievance by any employee covered by this Agreement.
- 6.5. **Provision for Waiver of Time Limits.** Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure to submit a reply within the specified time limits shall entitle the grievant to proceed to the next step. If the grievance and/or the Union fail to comply with any of the above time limits, the grievance shall not proceed to the next step and the Employer shall implement the last remedy it proposed.

ARTICLE 7 - WORK STOPPAGES AND EMPLOYER PROTECTION

- 7.1. **Work Stoppages - Defined.** The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with Employer functions by employees; and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred. If employees continue a work stoppage after the Union notifies them to cease engaging in the work stoppage, those employees may be subject to disciplinary action by the Employer.
- 7.2. **Cease Work Stoppage Order.** Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.
- 7.3. **Prohibition Against Honoring Picket Lines.** Employees in the bargaining unit, while acting in the course of their employment, shall not voluntarily honor any picket line unless the employee fears for their safety. In this event, the employee shall immediately contact their supervisor. In order to maintain City services under this circumstance, however, the Employer will implement a plan to ensure the continuity of services.
- 7.4. **Lockouts.** There will be no lockout of employees in the Union by the Employer as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 8 - SAFETY

- 8.1. **Conformance with Regulations.** The Employer and the employees shall conform to all federal, state, and local health and safety regulations applicable to work operations performed by the Employer.

ARTICLE 9 - SALARIES

9.1. 2022 Salaries. Effective January 1, 2022, salaries shall be increased by four percent (4%). For this retro-period the City agrees to a non-precedent setting issuance of retro pay checks to any bargaining unit member that retired or resigned from employment between January 1, 2022, and the time the contract is ratified so long as agreement is reached prior to December 31, 2022. To be eligible for a retro check the separated employee must have left the City as a retiree in good standing or separated and was age 55 or older in good standing. The issuance of retro checks to separated bargaining unit members in a contract lapse year is not recognized as a practice, and is offered one-time for the purposes of achieving agreement prior to December 31, 2022.

2023, Salaries. Effective January 1, 2023, salaries shall be increased by five percent (5%). Effective December 1, 2023, salaries shall be increased by one percent (1%).

2024 Salaries. Effective January 1, 2024, salaries shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W, Half 1, All Items, with a minimum of two percent (2.0%) and a maximum of four and a half percent (4.5%).

9.3 Progression Between Steps. All employees will move to the next step on the salary schedule on their annual step anniversary date.

9.4 The Employer shall pay Longevity to employees based on the following schedule upon completion of the following designated years of service:

Years of Service	Monthly Amount per Employee	Annual Amount per Employee
10	\$30.00	\$360.00
15	\$40.00	\$480.00
20	\$60.00	\$720.00
25	\$85.00	\$1020.00
30	\$115.00	\$1380.00

An employee shall be deemed to have met the service criteria requirement upon reaching the beginning of the applicable year of service. Service time shall be calculated as total service time with the City as a PERS and AFSCME member employee.

9.5. Direct Deposit. Employees will sign-up at the time of hire to receive their monthly paycheck by direct deposit or wire transfer of funds to a bank of employee's choice.

9.6. Promotional/Reclassification. An employee promoted or reclassified to a higher grade shall receive a salary increase as follows:

- a) If their rate of pay in the lower grade is below the minimum salary of the higher grade, their pay shall be increased to the minimum step of the higher grade or to the step in that range which will constitute at least a five percent (5%) pay increase.

- b) If their rate of pay in the lower grade is within the range of the higher grade, they shall be advanced to the step in the higher grade which constitutes a two-step increase in pay or to the step at the top of the range, whichever is lower.
- c) The employee's step anniversary date will be changed to the date of their promotion/reclassification.

ARTICLE 10 - HOLIDAYS

- 10.1. Holiday Schedule.** The following are legal paid holidays to be observed by employees in the bargaining unit:

Observed Holidays	When
New Year's Day	January 1st
Martin Luther King Jr. Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25th

- 10.2. Schedule of Holidays Falling on Weekends.** A legal holiday which falls on Saturday shall be observed on the preceding Friday. A legal holiday which falls on Sunday shall be observed the following Monday.
- 10.3. Floating Holidays.** All employees in the bargaining unit shall be entitled to two (2) eight-hour paid holidays per calendar year in addition to those specified in Article 10.1. New employees must be employed for six (6) calendar months before being eligible for a floating holiday. The floating holiday may be taken in one-hour increments after consultation with and the approval of the supervisor. Such floating holiday(s) must be used within the calendar year and may not be carried from one (1) year into the next.
- 10.4.** Employees must be in a paid status the scheduled shift before and the scheduled shift after a holiday to receive holiday pay. Full-time employees will receive eight (8) hours straight time pay for the holiday and regular part-time employees will receive holiday hours, pro-rated based on the budgeted FTE for the position, not based on hours actually worked.
- 10.5.** If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same pay period of the holiday or the pay period immediately following.

- 10.6. Work on a Holiday.** If the Employer requires employee(s) to work on an observed or actual holiday, the employee(s) shall be compensated at the overtime rate (see Article 5.5) for hours worked in addition to the holiday pay. An employee who works both the observed and actual holiday shall be compensated at a rate of one-time and a half for the actual holiday and at their straight time rate for the observed holiday, in addition to the holiday pay described in Article 10.4 above.

ARTICLE 11 - INSURANCE BENEFITS

- 11.1. Insurance Benefits.** The Employer agrees to make available health, dental, vision, life, and long term disability insurance coverage for regular full-time, regular and part-time employees. The employee may enroll their spouse/domestic partner and dependents in the health insurance plans. Represented temporary employees shall receive the same insurance benefits, with the exception of life and long-term disability insurance coverage.

11.1.1. In the event that there are any changes to the benefits included in the insurance plans imposed by the carrier during the terms of this Agreement, the Employer will notify AFSCME of those changes. These changes will be implemented. The Employer will consider alternative insurance plans, if the alternative meets all legal obligations of the Employer, provides substantially equivalent benefits at an equal or lesser cost, and provides coverage to all eligible employees and may offer coverage (at their own expense) to eligible retirees of the Employer. This agreement shall not extend to plan design changes directed by the Employer.

11.1.2. If the Union and Employer fail to reach agreement on a successor collective bargaining agreement and the provisions of RCW 41.56.123 become effective, the Employer shall continue its contribution per the previous year's contract provisions.

- 11.2. Health Insurance Plans.** The Employer's health insurance benefits will include medical, dental, and vision plans. Medical coverage may be selected from Regence HealthFirst 250 or Kaiser Permanente with a \$20 co-pay.

Dental coverage may be selected from either Washington Dental Service or Willamette Dental. The Employer will provide Orthodontia Rider Plan V to the Washington Dental Service Plan.

The vision plan provided is Vision Services Plan (VSP) with zero (\$0) co-pay. The Employer will provide a second pair rider.

11.2.1 Voluntary Employees' Beneficiary Association (VEBA). The Employer will establish a Health Reimbursement Arrangement account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c)(9) of the Internal Revenue Code for each employee who is eligible for one of the Employer's health insurance plans as described in 11.2 AFSCME members, as a group, may vote to make monthly contributions via payroll deduction to their VEBA account. The amount of the VEBA contribution may be adjusted by a majority vote of Union members, no more than once per year, and with appropriate notice to the Employer.

In addition to the opportunity to review this program during successor negotiations either party may re-open the provisions of this VEBA arrangement for the purposes of evaluating compliance with the "excise tax on high value coverage" (aka: "Cadillac Tax") provisions of the Patient Protection and Affordable Care Act. It is the expressed intention of the parties to ensure that the HRA/VEBA benefit does not create an excise tax burden for the Employer. The parties agree that the reopening of such negotiations shall not give either party the right to reopen or demand reopening of negotiations on any other terms or provisions of this agreement not affected by such mandate or related to the Employer's liability to pay the Cadillac tax.

11.2.2 AFSCME members who will reach age 55 within the following 12 months, as a group, may vote to direct 0%, 25%, 50%, or 100% of their retirement sick leave cash out and vacation leave cash out into their VEBA account. Other forms of separation, including termination, resignation, layoff, and death are not eligible. The amount of the VEBA contributions may be adjusted by a majority vote of eligible Union members, no more than once per year, and with appropriate notice to the Employer.

11.3. Insurance Review Committee. A committee comprised of City employees shall meet upon the request of either the Union or the Employer to review, evaluate, and prepare for changes. If the premiums increase exceed twenty percent (20%) either party may request a discussion and review of available options that could be implemented to mitigate increasing insurance costs. Any changes to different plans must be by mutual agreement if made mid-contract. The parties recognize that the review of insurance plans typically involves a multi-year process. The Union and City Manager will each appoint three (3) members of the committee; which may include non-represented and/or police bargaining unit employees. The committee will select one additional member. Union appointees to this committee shall be permitted to attend these meetings with Employer representatives without loss of pay to the extent that such meetings are scheduled during the working hours of the members so attending.

11.4. Health Insurance Plan Premiums. During the term of this contract, the Employer agrees to pay one hundred percent (100%) of the cost of the medical, dental, and vision premium for each regular full-time and regular part-time employee. The Employer will pay ninety percent (90%) of the dependent coverage premiums and dental/vision riders with the employee paying ten percent (10%).

11.4.1 Opt-out Option. Employees may elect to opt-out of the Employer's medical plan, provided they present documentation of active enrollment in another non-exchange medical plan, excluding the Employer's plan. Employees who do so will receive \$250 per month, provided that at no time the number of AFSCME employees electing to opt-out will jeopardize the Employer's standing in the AWC Trust. Underwriting rules prohibit more than twenty-five percent (25%) of AFSCME employees from opting out of medical coverage. If the number of employees reaches the maximum, no new AFSCME employees will be allowed to elect the opt-out option until the number of participating AFSCME employees is below the maximum amount. A waiting list will be created and as the number of employees drop below the maximum amount, employees will be contacted based on their position on the waiting list. Placement on the waiting list will be on a first come, first served basis.

11.4.2. Health Insurance Benefits Effective Date of Coverage. Health Insurance benefits, including the Employer's first full month's contribution towards premiums, will be effective the first of the month following the date of hire or the date of bargaining unit membership.

- 11.5. Life Insurance.** The Employer shall make available, with premiums paid in full by the Employer, a group life insurance policy in the amount of \$50,000 per employee. Employees shall be allowed to purchase additional life insurance at their own expense through the Employer provided plan for themselves, their spouse/domestic partner, and dependents. Life insurance is not available for represented temporary employees.
- 11.6. Long Term Disability Coverage.** The Employer shall make available, with premiums paid in full by the Employer, a Long Term Disability insurance program for employees with a 66 2/3% of salary benefit with a ninety (90) day elimination period. Long Term Disability is not available for represented temporary employees.
- 11.7. 125 Tax Deductible Spending Plan.** The Employer will implement a qualified 125 Tax Deductible Spending Plan which will be made available on a voluntary basis to employees. Employees must sign-up annually to participate in this program.
- 11.8. Additional Benefit.** In addition, the Employer will contribute a benefit equal to one percent (1%) of base salary to reduce out-of-pocket health insurance premiums, to contribute to a deferred compensation program, or as a cash option. The cash option can be elected at any time and is subject to Federal withholding and Social Security tax.

ARTICLE 12 - PAID LEAVE

- 12.1. Sick Leave.** A full-time employee shall accrue eight (8) hours of sick leave each monthly pay period which may be used as set forth in Section 12.4 below. Regular part-time employees and represented temporary employees shall accrue pro-rated sick leave at the same rate as full time employees, proportional to their FTE status. However, no employee shall earn less than (1) hour of sick leave for every forty hours worked. Sick leave with pay equal to accumulated sick leave shall be granted to an employee upon their notification. If the employee's accrued sick leave has been exhausted, the Director of Human Resources, or designee, shall, at the employee's request, grant available vacation leave or compensatory time off credits. After all available leave has been utilized; an employee may apply for leave without pay, provided that employees approved for FMLA leave may elect to preserve forty (40) hours of vacation leave.

12.1.1. Utilization Rate. Sick leave taken shall be charged in the actual amount of time used.

12.1.2. Coordination with Workers' Compensation. Sick leave benefits may not be used for any absences when the employee is entitled to receive benefits under the Worker's Compensation Act, except that sick leave may be utilized to make up the difference between the Worker's Compensation payment and the employee's regular monthly salary. Until the Department of Labor

& Industries has made a determination on the employee's eligibility for Workers' Compensation benefits, the Employer may advance full sick leave benefits, if accrued. If as a result the employee receives compensation from both the Employer and the Department of Labor & Industries in excess of the employee's regular monthly compensation, the employee will submit the Workers' Compensation payment to the Employer within five (5) days of receipt of payment from Labor & Industries and their sick leave balance will be credited for an amount equivalent to the dollar value. In the event an employee's leave balances are exhausted and their paycheck is reduced for leave without pay deductions, and a time loss check is subsequently received by the employee which when signed over will provide additional leave balances, the Employer will recalculate the employee's paycheck allowing the employee to utilize this additional leave.

12.1.3. Compliance with New Washington Sick Leave (WSL) Statute and Rules.

The Employer will comply with the provisions of RCW 49.46.210 for any covered (non-exempt), represented bargaining unit members.

12.1.4. Verification for use of Sick Leave (LSL). An employee who is seeking to use or has used accrual from their Lacey Sick Leave bank for a purpose authorized in Article 12.4 may be required to provide verification that establishes or confirms that the use of sick leave is for a purpose authorized by law and listed in Article 12.4 in the following circumstances:

- a. When the employee has been out for three (3) or more consecutive work days.
- b. When the employee, because of past absentee record, is suspected of misusing sick leave. In these situations the employee's supervisor or department director, with the knowledge of the Director of Human Resources or their designee, will have put the employee on notice of this requirement.
- c. A medical release for returning to work must clearly indicate any limitation(s) on ability to work.

12.1.5. Further, when employees will be off work for longer than five (5) consecutive working days, the medical certificate must estimate the length of time needed for recovery and clearly describe those conditions which prevent the employee from doing their regular job duties, light-duty or modified work.

12.2. Sick Leave/Retirement. Upon retiring from employment with the Employer, each bargaining unit employee shall be paid for all accumulated sick leave beyond four hundred and eighty (480) hours at the rate of eight (8) hours of pay at their regular rate for each twenty-four (24) hours accumulated for a maximum payoff of three hundred and sixty (360) hours sick leave (one hundred and twenty (120) hours pay), pursuant to Article 11.2.1.a.

12.3. Sick Leave Trade. Employees who have accrued in excess of four hundred and eighty (480) hours of sick leave may annually in January exercise one of the following options:

- a) Trade twenty four (24) hour increments of sick leave for eight (8) hours of vacation; or

b) Continue to accrue the sick leave.

c) Trade twenty four (24) hour increments of sick leave for eight (8) hours of pay.

All trades must occur in eight (8) hour increments.

12.3.1 Shared Leave Donation. An employee with an excess of four hundred and eighty (480) hours of sick leave may donate up to sixteen (16) hours of sick leave per calendar year for shared leave requests in increments consistent with the Employer's Shared Leave policy.

12.4. Authorized Sick Leave Use. Notice of use of sick leave must be made to the responsible supervisor pursuant Article 5.2.2. If the leave is foreseeable, then the employee should provide ten (10) calendar days' notice or as soon as is reasonably foreseeable. If the leave is not foreseeable, then the employee shall provide notice as early as practicable. The employee may designate another person to provide notification. An employee is authorized to use sick leave 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 (includes dental and vision related care);
- b) An employee's appointment to make a blood platelet donation provided that the employee submits verification from the donation facility to the appropriate supervisor. This authorized use only applies to the employee's own donation appointment and does not include the employee accompanying any family member to such appointment.
- c) To allow the employee to provide care for a family member (as defined below in Article 12.4.1), 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
- d) When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the Employer, or when an employee's child's school or place of care has been closed for such a reason; and
- e) Absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76, and as otherwise required by Article 12.12 and applicable laws; and
- f) The difference between the Workers' Compensation payment and the employee's regular monthly salary; or) Any disputed workers' compensation claim (employee may first be required to sign a repayment agreement or otherwise acknowledge their obligation to "repay" the sick pay if the claim is ultimately accepted); and
- g) Attendance at appointments as part of the Employee Assistance Program; and
- h) To attend the funeral or memorial services as described in Article 12.7.2; provided that such use may not exceed one half the number of hours the employee is scheduled to work in a regular work day.

12.4.1. The family members to whom this section applies include:

- a) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- b) Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- c) Siblings;
- d) Spouse/Domestic Partner;
- e) Grandparent;
- f) Grandchild.

12.4.3. Unauthorized use of Sick Leave. The Employer may choose not to pay an employee for Sick Leave until verification is provided, per Article 12.1.4.

An employee who knowingly provides false information related to the use of sick leave may be subject to disciplinary action, up to and including termination.

The Employer may, as allowed by law, request the employee provide verification from a health care provider that the employee's use of sick leave is for an authorized purpose, as set forth in this Article.

12.4.4. Employees wishing to take Bonding Leave under FMLA must apply with their immediate supervisor at least thirty (30) days prior to the anticipated start of the leave or as soon as possible.

12.4.5. To provide home care of a newborn or adopted child under the age of eighteen (18), employees will be allowed to use a combination of paid and/or unpaid leave (if available leave balances are exhausted) provided the Employer's personnel policies, state, and federal laws are followed, e.g., Washington State's Family Leave Act, Washington State Family Care Act, the Washington State Human Rights Commission laws on Sex Discrimination, and the Federal Family Medical Leave Act.

12.5. Washington State Paid Family Medical Leave (WPFML). The Employer will comply with the Washington State Paid Family Medical Leave law, pursuant to RCW 50A.04. Premium share for the Employer and Employees will be in compliance with this state law.

12.6. Vacations. Vacation leave with pay shall be granted to full-time regular and represented temporary employees, according to the schedule below. Represented temporary employees will begin vacation accrual after six (6) months in a job classification listed in Appendix A.

Years of Service	Number of Hours
1	96
2	104
3 - 4	112
5	120
6 - 7	128
8 - 9	132
10	152
11	156
12	160
13 - 14	164
15	176
16	180
17 - 19	184
20	192
21 - 22	196
23 - 24	204
25+	216

12.6.1. Part-time Accrual. Regular part-time employees shall accrue pro-rated vacation leave based on the budgeted FTE for the position, not based on hours actually worked. Represented temporary employees shall accrue vacation leave based on the FTE of the position.

12.6.2. Limitation for Probation Period. Leave shall accrue monthly from the date of employment, but may not be used until after the first six (6) months of service. After the first six (6) months of service, leave may be allowed to the limit of the amount credited. This limitation shall not apply to represented temporary employees.

12.6.3. Payment Upon Separation of Employment. Unused accrued vacation leave balances up to two hundred forty (240) hours shall be paid to employees upon their separation from employment.

12.6.4. Maximum Accumulation. Vacation leave may be accumulated to a maximum of two hundred and seventy-two (272) hours. After two hundred and seventy-two (272) hours, the employee will cease earning any additional vacation accruals until vacation is taken. The Employer will cash out an employee's vacation accrued at separation; provided the Employer will not cash out more than two hundred forty (240) hours at separation (see 12.6.3).

12.6.5. Approval for Vacation Leave Requests. Vacation leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the services of the Employer. The supervisor will make a good faith effort to respond to all leave requests in writing within ten (10) working days of receipt of the leave request form. If a leave request has not been responded to within ten (10) working days, the requesting employee may notify the Department Director or the Director of Human Resources.

12.6.6. Coordination with Workers' Compensation. Vacation leave benefits may not be used for any absences when the employee is entitled to receive benefits under the Worker's Compensation Act, except that if sick leave and compensatory time balances are exhausted, vacation leave may be utilized to make up the difference between the Worker's Compensation payment and the employee's regular monthly salary. Until the Department of Labor & Industries has made a determination on the employee's eligibility for Workers' Compensation benefits, the Employer may advance full vacation leave benefits, if accrued. If, as a result, the employee receives compensation from both the Employer and the Department of Labor & Industries in excess of the employee's regular monthly compensation, the employee will submit the workers' compensation payment to the Employer within five (5) days of receipt of payment from L & I and their vacation leave balance will be credited for an amount equivalent to the dollar value. Vacation leave utilized under this section shall be credited prior to restoration of sick leave utilized to coordinate with worker's compensation payments.

12.7. Bereavement Leave. A regular employee may request and shall be granted up to five (5) work days bereavement leave in the event of a death in the immediate family, defined as a parent, parent-in-law, in loco parentis, spouse/domestic partner, child, sibling, sibling-in-law, son/daughter in-law, step-parent, step-sibling, step-child, grandparent, or grandchild of the employee, regardless of their residence; or is a member of the employee's household under the same roof. Bereavement leave may be extended up to two (2) days due to extenuating circumstances regarding travel distances. Bereavement leave taken in accordance with this paragraph shall not be charged against the accrued sick leave, vacation, or compensatory time of the employee.

12.7.1. With approval of the Department Director, a regular employee may take up to one-half day of bereavement leave to attend funeral services of a co-worker. Bereavement leave taken in accordance with this paragraph shall not be charged against the accrued sick leave, vacation, or compensatory time of the employee.

12.7.2. With approval of the Department Director, a regular employee may take up to three (3) and one-half (1/2) days of sick leave in a calendar year to attend funeral services of a close friend or a relative not included above.

12.7.3. A represented temporary employee may request and shall be granted one (1) work day of paid bereavement leave for the death of an immediate family member, as defined in Article 12.7.

12.8. Jury Service.

12.8.1. An employee shall continue to receive the regular salary and benefits for any period of required service as a juror.

12.8.2. The employee shall surrender to the Employer all monies received as compensation for jury duty except those monies reimbursing the employee for expenses incurred as a result of said jury duty.

12.8.3. Employees will report to work when less than a normal workday is required of said jury duty.

12.9. Court Appearances.

12.9.1. Employees who are subpoenaed to give testimony in court on an off-duty day or on vacation about events arising out of their employment shall be paid or compensated at time and one-half the regular rate of pay with a minimum of one (1) hour's pay at that rate.

12.9.2. Employees subpoenaed to give such testimony shall be entitled to the hourly minimum as referred to in this section if notification of cancellation is received less than twelve (12) hours prior to the scheduled court appearance.

12.9.3. The employee shall surrender to the Employer all monies received for court appearances during regular on-duty work hours except those monies reimbursing the employee for expenses incurred as a result of said court appearance(s).

12.10. Military Leave. The Employer will provide Military leave in compliance with state and federal laws and the Employer's personnel policies. Pursuant to RCW 38.40.060 of the laws of the State of Washington, every employee of the Employer who is a member of the Washington National Guard, or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve of the armed forces of the United States, shall be entitled to and shall be granted paid military leave of absence for a period not to exceed twenty-one (21) working days between October 1 and September 30 of the following calendar year. Such leave shall be granted for such time an employee is reporting for required military duty, training, or drills. Such leave shall be in addition to any vacation, to which the employee is otherwise entitled and shall not affect the employee's rating privileges or pay.

12.11. Leave for Military Spouse/Domestic Partner. The Employer will provide leave for military spouse/domestic partner in compliance with state and federal law and the Employer's personnel policies.

12.12. Domestic Violence Leave- Victims and their Family Members.

In compliance with RCW 49.76.030, an employee may take reasonable leave from work, intermittent leave, or leave on a reduced leave schedule, with or without pay, to:

(1) Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

(2) Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;

(3) Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

(4) Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or

(5) Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

If the employee is on a leave of absence that qualifies under the Domestic Violence Leave Act RCW 49.76, per WAC 296-135-060, the employee or their designee must give verbal or written notice to the Employer no later than the end of the first day that employee takes such leave.

ARTICLE 13 - REDUCTION IN FORCE

13.1. Seniority Definition for Layoff. – For the purpose of this Article only, all contiguous time with the Employer as a regular budgeted employee shall establish the seniority of the employee. Seniority rights shall not be exercised until completion of the required new hire probationary period for the classification. Employees in a promotional probationary period may not bump into other positions in the classification in which they are still on probation. Part-time employees shall not bump full-time employees regardless of seniority status.

13.2. Employer and Union Communication. The Union shall be notified of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction. The Employer and the Union will jointly explore practical options, such as part-time work schedules, job sharing, voluntary time, or pay reductions. Should it be necessary to reduce the work force, seasonal, temporary and probationary employees in the position(s) to be reduced shall be laid off first. The Union shall be notified of all bargaining unit positions that may be affected by a layoff and those that may be affected through the bumping process. A current seniority list will be provided to the Union by the Employer.

13.3. Layoff Notice. Employees directly affected and those within the affected job family will be given at least thirty (30) calendar days written notice of the layoff, unless the Union is provided with information that indicates uncontrollable extenuating circumstances prevent this notice, and in such case, a minimum of fifteen (15) calendar day notice will be provided to the affected employees. The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. Only one thirty (30) day notice of

layoff is required, irrespective of the number of bumps.

13.4. Order of Layoff. All contiguous time with the Employer as a regular budgeted employee shall count toward an employee's seniority in determining layoff order (provided, employees hired prior to 7/1/2007 into a regularly budgeted full-time position may count the time worked as a temporary employee which is contiguous to the hire-in date in their first regular position; i.e., no break in service). Among the regular budgeted employees in the affected position, the employee with the least seniority shall be the first laid off. This employee will have bumping rights as outlined below.

13.5. Bumping. All contiguous time with the Employer as a regular budgeted employee shall count toward an employee's seniority in determining bumping order (provided, employees hired prior to 7/1/2007 into a regularly budgeted position may count the time worked as a full time temporary employee which is contiguous to the hire-in date in their first regular position; i.e., no break in service). A laid off employee may bump a less senior employee in a lower classification in:

- a) The same job family the employee is currently in for which they are currently qualified.
- b) The same job as previously held, for which they are currently qualified.

Provided, however, that no part-time employee shall be permitted to bump a full-time employee.

An employee desiring to exercise bumping rights must do so by delivering written notice to the appointing official within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the appointing official shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump. Employees who exercise their right to bump shall be placed at the step in the new position that is closest to their former salary.

13.6. Rehire Provision. Laid off employees shall be returned to their former positions when those positions are open, or to an open position for which they qualify in the inverse order of layoff (last laid off, first rehired.) Employees who bump downward or accept vacant positions in a lower classification shall be considered laid off from their former position for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff. An employee re-employed to their former position after layoff shall be paid at the pay step in the grade for their class that they were occupying at the time of layoff, and shall retain time in grade.

13.7. Recall List. The names of laid off employees shall be placed on a recall list and shall remain on the list for twenty-four (24) months from the date of layoff. The Employer shall notify the employee by certified mail to the employee's last address on file when an opening occurs. **It is the sole responsibility of the employee to notify the Employer of any address changes.** The employee must respond to the Employer within five (5) working days of their receipt of the letter, and must be available to report to work within two (2) weeks of their response. If the Employer's certified recall notice is undeliverable, the employee shall forfeit all recall rights. An employee may

refuse recall to a lesser position than the one from which he/she was laid off without forfeiting their recall rights.

ARTICLE 14 – PROBATION & TRIAL PERIODS

- 14.1 New Employee Probation.** All new employees shall serve a six (6) month probationary period (equivalent to one hundred and thirty (130) days of actual time worked); in order for the Employer to determine if the employee's performance is satisfactory; provided, an employee's probation period may be extended by mutual agreement of the parties. During that period they shall not have access to the grievance procedure over discipline and/or discharge. They shall accrue and may use sick leave under the provisions of Article 12. They shall accrue but may not use vacation leave until after successfully completing probation. Probationary employees shall observe holidays in the same manner as regular employees. Time in a temporary position shall not be credited toward the probation period.
- 14.2 Promotional or Trial Service Period.** Employees who are promoted to a higher classification or who transfer to a different department shall be on a trial/service period for six (6) months. The Employee shall be guaranteed the opportunity to go back to their former job and rate of pay prior to promotion or transfer, without prejudice, for at least the first ninety (90) calendar days of their trial service period. Then, up until the end of their trial service period, the employee shall be guaranteed the opportunity to go back to their former job and rate of pay prior to promotion or transfer, without prejudice, as long as there is still a vacancy or no job offer pending in their former job classification. Existing employees who have been promoted or transferred are able to use their accrued vacation leave during this trial service period.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.1. Leave Without Pay.** Leave without pay may be granted by the Immediate Level Supervisor for a period of one to five (5) days. Leave without pay requests for periods of six (6) working days and greater may be granted by the Department Director. The decision to grant any leave without pay is subject to the operating needs of the Employer, and any applicable leave requirements per State or Federal law. In all such instances, the Employer's leave slip shall document the approved leave. For leaves without pay that exceed fifteen (15) consecutive working days, the employee will make an appointment with Human Resources to review the effects on benefits as outlined in Article 15.1.2 below.
- 15.1.1.** An employee returning to their position after an authorized leave of absence without pay shall be reinstated to their former salary step, within the salary grade, and shall retain time in grade. The anniversary date shall be adjusted by the length of the leave for leave of absences without pay over fifteen (15) consecutive working days (except when the leave qualifies under a federal law, state law, or Employer policy precluding any adjustments.)
- 15.1.2.** Employer contributions for medical, dental, life insurance, and all other benefits, including sick leave and vacation accruals, or holidays falling within the period of the leave without pay, will be reduced by the length of the leave exceeding fifteen (15) consecutive working days on a pro-

rata basis (except when the leave qualifies under a federal law, state law or Employer policy); provided, however, that if the terms of any insurance policy so provide, the employee may continue coverage solely at the employee's cost.

- 15.2. Absence Without Duly Authorized Leave.** Absence without duly authorized leave shall be treated as absence without pay and, in addition, may be grounds for disciplinary action. An employee who is absent from their position for three (3) consecutive days without notice to their immediate supervisor will be considered to have abandoned their position. Said employee will be asked to provide their Department Director a written statement explaining the nature of the absence. Failure to provide a reasonable excuse shall constitute grounds for "major misconduct", and disciplinary action up to and including discharge.

ARTICLE 16 - EMPLOYEE DISCIPLINE/TERMINATION

- 16.1. Discipline/Termination.** Newly hired probationary employees may be disciplined or terminated at any time during the new hire probationary period for failing to pass probation, and such action by the Employer is not subject to the grievance process.
- 16.2. Disciplinary Action.** All disciplinary actions for regular employees shall be taken by the Employer for just cause. Where appropriate, discipline for unsatisfactory performance issues and minor misconduct will be progressive; typically consisting of an oral and written warning prior to suspension and/or discharge. The level of disciplinary action taken will be determined based upon the seriousness of the performance problem, conduct, and/or policy violation. The Employer may suspend or discharge without a record of previous warnings in the case of major misconduct. For alleged major misconduct, an employee may be placed on investigative leave with pay or be temporarily reassigned to another position or work location, until such time as the Employer has completed an initial investigation. For major misconduct an employee may be returned to work under the provisions of a last chance agreement. An employee's previous performance and disciplinary record may reasonably be taken into consideration by the Employer as demonstrative of an overall pattern of work performance and/or behavior; provided, in the event of no recurrence of the event or events that caused disciplinary action for a period of three (3) years, except for major misconduct including last chance agreements, the written notice of disciplinary action shall be removed from the employee's personnel file. Supervisors may take action to remove warning notices after two (2) years for exceptional circumstances in which the matter has been corrected. Employees shall have the right to provide a written rebuttal to disciplinary actions, to be included in their personnel file.
- 16.3. Union Representation/Weingarten Rights.** Supervisors shall notify employees of their right to Union representation at any disciplinary meeting or investigation that may reasonably be anticipated to result in disciplinary action; in addition, the employee may also request Union representation at said meeting. A Steward or Union Representative will be present at disciplinary actions or investigatory meetings unless the employee freely waives such presence. If the employee freely waives their right to representation, they will be required to acknowledge this by signing an AFSCME generated Weingarten/Union Representation waiver form. Such waiver will

be copied to the Union. The employee shall have the choice of any Steward and/or other Union Representative who is reasonably available, at any disciplinary meetings.

- 16.4. Loudermill Hearing.** Prior to employee discharge or suspension, the Employer shall conduct a pre-disciplinary hearing where the employee will be provided with a summary of the charges against the employee, a summary of the evidence the Employer is relying on, copies of evidence the Employer has collected, with redactions for safety and/or lawful reasons for withholding information, and a summary of the facts the Employer is considering in evaluation of whether or not to take disciplinary action. The employee shall be given an opportunity to respond to the charges, orally or in writing. The employee shall have Union representation at this hearing, unless freely waived as described above. If the employee waives representation, the Union retains the right to attend the hearing for observation. Should the Employer determine to discipline the employee following the hearing, written notice of said discipline will be given to the employee with a copy to the Union.

ARTICLE 17 – ELECTRONIC MONITORING

- 17.1.** This Article addresses the use of electronic systems; including the use of systems to provide for workplace safety and security and/or increase operating efficiencies and performance. This Article does not apply to any electronic monitoring performed as part of any criminal investigation pertaining to specific employees.
- 17.2.** Effective with the signing of this contract, the Union and employees shall be notified at least fourteen (14) calendar days prior to implementation of any new forms of electronic monitoring proposed by the Employer to be implemented on a routine and ongoing basis for the primary purpose of monitoring employee productivity and performance.
- 17.3.** Data acquired by electronic means may be used to evaluate workplace productivity, compliance with standards of conduct and other job requirements, and/or as the basis for the imposition of discipline; provided just cause exists. In the event that data acquired by electronic means 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.

ARTICLE 18 – PROMOTION

- 18.1. Posting and Selection.** Whenever a vacancy occurs which would provide a promotional opportunity for covered employees and for which the Employer determines to fill the vacancy, a posting notice will be distributed to Union Stewards for posting on union bulletin boards. Any City employee is eligible to apply for the opening. The Employer may designate the posting as either "In-House Promotional" or "Open Competitive". These postings shall be filled as follows:

18.1.1. In-House Promotional/Transfer. When a vacancy is posted as "In-House Promotional" it shall be advertised to City employees first. Applicants who meet the minimum qualifications established for the position are invited to participate in a competitive selection process. All promotional and hiring decisions will be based on job related standards and the applicant's

demonstrated qualifications and ability to perform the duties and expectations of the position. This will be measured and scored based on the application/supplemental and the results of a written examination and panel interview. Other selection and assessment exercises, as determined appropriate by the Employer, may also be used for certain positions. If there are no qualified applicants "in-house", or applicants fail to demonstrate an ability to perform well in the position, the Employer may re-post the position as "Open Competitive". The Employer will release an applicant's individual score (s) upon their request.

18.1.2. Open Competitive. When a vacancy is posted as "Open Competitive", employees will compete with outside applicants. An employee who applies who meets the minimum qualifications established for the position will be invited to participate in a competitive selection process. The selection decision will be based on job related standards and the applicant's demonstrated qualifications and ability to perform the duties and expectations of the position. This will be measured and scored based on the application/supplemental, the results of a written examination, and panel interview. Other selection and assessment exercises as determined appropriate by the Employer may also be used by the Employer for certain positions. Filling vacancies from within is highly desirable when a regular Employer employee has the qualifications necessary for the position in question; however, the Employer may fill the vacancy from outside, as the Employer deems appropriate, if the outside applicant possesses greater skill and ability, as determined during the selection process, than a regular employee applying for the vacancy. The internal candidate may request a meeting with the hiring supervisor to discuss how to improve their skills and abilities for promotional positions. The Employer will release an applicant's individual score(s) upon their request.

ARTICLE 19 - TRANSFERS, DEMOTIONS, AND REINSTATEMENTS

- 19.1. Transfer.** An employee who transfers to another position of the same grade shall continue to receive the same rate of pay until promoted or until a step increase, if any, is due.
- 19.2. Disciplinary Demotion.** An employee demoted for disciplinary purposes from a position shall be placed five percent (5%) below their current pay step in the lower grade.
- 19.3. Reinstatement.** An employee reinstated within one (1) year to their former position or classification shall be reinstated to the pay grade held on resignation. If any employee separates from the Employer and then is rehired or reinstated into any position within twelve (12) months, the employee's unused sick leave shall be reinstated, minus any leave cashed out at the time of separation.

ARTICLE 20 – OUT OF CLASS PAY

- 20.1.** When an employee is specifically assigned to perform the full and complete duties and responsibilities of an employee in the bargaining unit in a higher classification for four (4) days in a five (5) or more consecutive working day period, the employee so assigned will be paid at the next higher rate of pay in the pay grade of the higher classification or at least five percent (5%) more than the employee's normal pay rate, whichever is higher, from the effective date of the

assignment. No employee receiving out of class pay shall receive more than the top step of the salary range of the higher classification in which they are working.

- 20.2.** In those circumstances where an employee is specifically assigned to weekend call-out by their supervisor due to their out of class assignment, weekend days will be counted as working days.

ARTICLE 21 - CLASSIFICATION REVIEW

- 21.1.** Any employee who feels that they are performing the preponderance of the work of a higher classification on a regular and consistent basis may request their supervisor to review their current work assignments. The supervisor shall reassign work to meet the current classification if needed; and, if the supervisor substantiates the need for a reclassification, they may request a reclassification as a part of the normal budget process for the City Manager's consideration and approval.
- 21.2.** The Director of Human Resources or designee shall conduct a job audit for reclassification reviews submitted as part of the budget process. The employee and supervisor shall jointly complete a position classification questionnaire and provide other information as requested. The Director of Human Resources shall provide the City Manager with a written recommendation on the reclassification request. A copy of this recommendation will be provided to the Department Director and the employee. It is the intent of all parties to conduct the review and notify the employee of the outcome in a timely way, with the notification to the employee occurring no later than one hundred twenty (120) calendar days after receipt of position questionnaire; provided an extension may be requested with mutual agreement between Human Resources and the Union.
- 21.3.** If the Department Director and/or employee disagrees with the determination and/or recommendation of the Director of Human Resources or the designee, they or the Union on an employee's behalf, may request the Director of Human Resources review the determination. If the employee feels the matter is not appropriately resolved, the Union may request the City Manager review the issue. All materials used by the Director of Human Resources and the Union in reviewing the matter will be provided to the other party upon request. For the purposes of this section, the decision of the City Manager will be final and binding.

ARTICLE 22 – LABOR MANAGEMENT COMMITTEE

- 22.1.** The Employer and the Union agree to establish a Labor/Management Committee composed of an approximately equal number of representatives from each side. The purpose of this committee shall be to resolve issues constructively and to provide a forum for an exchange of ideas. The committee will operate on the principles of collaborative bargaining, and shall publish minutes of each meeting. The committee shall not have the authority to alter this agreement, nor shall it substitute for the grievance procedure. The Union shall appoint up to four (4) members to attend such meetings with Employer representatives, without loss of pay, to the extent that such meetings are scheduled during the working hours of the members so attending.

ARTICLE 23 - ENTIRE AGREEMENT

- 23.1.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provision of this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time period.
- 23.2.** The Employer may not adopt rules, regulations, or personnel policies which are in violation of the provisions of this Agreement without reaching mutual agreement with the Union.
- 23.3.** All collective bargaining with respect to wages, hours, 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 the Union.

ARTICLE 24 - SAVINGS CLAUSE

- 24.1.** If any provision of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision 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 for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 25 - TERM

This Agreement shall become effective January 1, 2022, and shall remain in effect through December 31, 2024. Points of interest not covered by this Agreement may be negotiated at any time during the period of this contract upon mutual agreement of both parties involved.

SIGNED THIS 8th December day of, 2022.

LOCAL 618-L
LACEY CITY EMPLOYEES
WSCCCE, AFSCME, AFL-CIO



Aaron Cole, Staff Representative

Justin Knox, President

CITY OF LACEY



Scott Spence, City Manager

Leialani Jensen, HR Director

APPENDIX A – BARGAINING UNIT CLASSIFICATIONS/DEPARTMENTS

Salary Grade	Classification	Department
5.5	Maintenance Assistant	Operations
	Recreation Assistant	Parks, Culture & Recreation
6	Department Assistant II	Finance
6.5	AMI Technician	Finance
7.5	Sweeper Operator	Operations
8	Department Assistant III	Multiple
8.5	Recreation Coordinator	Parks, Culture & Recreation
	Museum Coordinator	Parks, Culture & Recreation
9	Help Desk Technical Support & Telecommunication Specialist	Information Services
	Utility Billing Specialist	Finance
	Accounting Technician	Finance
	Permit Technician	Community & Economic Dev
	Recreation Supervisor I	Parks, Culture & Recreation
9A	Maintenance Technician – Journey Level	Operations
10	Evidence Technician	Police
10.5	Digital Media Specialist	Public Affairs
	Payroll/Accounting Services Specialist	Finance
	Water Treatment Plant Operator	Operations
10.5b	Deputy City Clerk	City Clerk
	Electrical Maintenance Technician	Operations
	Equipment Mechanic	Operations
11	Computer Technician	Information Services
	Controls Technician	Operations
	Assistant Planner	Community & Economic Dev.
11.5	Storm Water Inspection Specialist	Operations
	Building Code Specialist	Community & Economic Dev.
12	Accountant	Finance
	Code Compliance Specialist	Community & Economic Dev.
	Controls Technician/WTPO	Operations
12.5	Storm Water Infrastructure Code Specialist	Community & Economic Dev.
13	Electrical Inspector	Community & Economic Dev.
	Building Code Specialist II	Community & Economic Dev.
	Building Specialist II w/Fire Code Emphasis	Community & Economic Dev.

	Engineering Technician III	Public Works
	Museum Curator	Parks, Culture & Recreation
	Recreation Supervisor II	Parks, Culture & Recreation
	Water Resources Specialist	Public Works
	Safety Coordinator	Operations
13.5	Accountant II	Finance
	Senior Facilities Maintenance Technician	Operations
	Senior Building Code Specialist	Community & Economic Dev.
	SCADA and Controls Specialist	Operations
	Senior Maintenance Technician	Operations
14	Associate Planner	Community & Economic Dev.
	Associate Project Planner	Community & Economic Dev
	Senior Electrical Maintenance Technician	Operations
	Senior Lift Station Technician	Operations
	Senior Water Distribution Technician	Operations
	Senior Wastewater Collections Technician	Operations
14.5	Senior Development Review Specialist	Community & Economic Dev.
	Plans Examiner	Community & Economic Dev.
15	Senior Water Production Technician	Operations
	IT Programmer Analyst	Information Services
	Systems Application Analyst	Information Services
	GIS Analyst	Information Services
	Senior Survey Technician	Public Works
	Enterprise Resource Planning (ERP) Analyst	Information Services
	Emergency Management & Safety Coordinator	Human Resources
15.5	Senior Planner	Community & Economic Dev.
	Senior Accountant	Finance
	Water Quality Analyst	Public Works
16	Network Administrator	Information Services
17	Project Administrator	Public Works
17.5	Civil Engineer* <i>see below</i>	Public Works

The City and Union agree to review and update the Appendix A yearly throughout the duration of this agreement to add and or abolish positions as needed.

APPENDIX B

B.1 Water Treatment Plant Operator premium pay. An employee is eligible for Water Treatment Plant Operator pay when they are: 1) in a Journey Level Maintenance Technician (JLMT) position, assigned to the Water or Wastewater Division, and 2) (subject to management approval based on operational need) voluntarily achieves their Water Treatment Plant Operator certification through the Water Treatment Plant Operator (WTPO) apprenticeship program for the purposes of being placed on a standby rotation.

When these criteria are met, an employee is eligible for a 5% premium pay (added to their base pay) for working standby as a Water Plant Operator effective the month of their achievement. The employees who are participating in the Plant standby program must maintain current Water Treatment Plant Operator certification in order to receive the 5% premium pay.

B.2 Public Works shop building parking. All current full-time AFSCME employees who are assigned to a parking lot space as of April 30, 2022, have been grandfathered to maintain their parking space. As of May 1, 2022, any full-time AFSCME staff who are assigned to the Public Works shop building as their primary work station will no longer be assigned a parking lot space. The Employer agrees to track which parking lot spaces are available for general parking, and to communicate that information to all new AFSCME staff who are assigned to the Public Works shop building as their primary work station.

Should the need arise for the City to make changes to the grandfathered, assigned parking, the City will reach out to the Union for further discussion at that time.

B.3 Civil Engineer restructure. The City will be updating the Civil Engineer job descriptions and restructuring them to create two levels within the Civil Engineer job classification (Civil Engineer 1 and Civil Engineer 2) to recognize the time and experience required to achieve a professional engineer (PE) license. These two positions will be placed in appropriate pay ranges to be established based on a job analysis and market study to be completed outside of the bargaining process and incorporated into the Appendix A -Bargaining Unit/Classification Chart.

This restructure will result in the senior level position of the Civil Engineer 2 requiring a Professional Engineer's license and the Civil Engineering 1 position will not.

TBD	Civil Engineer 1	Engineering/Water Resources
TBD	Civil Engineer 2	Engineering/Water Resources

The City proposes looking at the Civil Engineer position in order to create two levels within the Civil Engineer job classification (Civil Engineer 1 and Civil Engineer 2) with the placement of wage ranges to be established based on a job analysis and market study.

The City's intent would be to work through an ad-hoc committee process outside of negotiations to establish and create two levels within these series, with the senior level position of the Civil Engineer 2 requiring a Professional Engineer's license. There will also be new and/or updated job descriptions as a result of this process.