

AGREEMENT

By and Between

CITY OF SEATAC

AND

**Washington State Council of County and City
Employees American Federation of State,
County and Municipal Employees, AFL-CIO
Local 3830**

January 1, 2020 through December 31, 2023

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and the Washington State Council of County and City Employees (WSCCCE), American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830 (hereinafter referred to as Union).

It is the purpose of this document to set forth a mutual understanding between the City and the Union in regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of City functions. It is the City's responsibility to provide services that promote the health, safety and welfare of the public and employees through means that are cost-efficient, progressive, responsive, courteous, and productive. The City and the Union share a mutual interest in engaging in collaborative efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government, to encourage the safety and development of employees, to ensure the fair and equitable treatment of employees and to ensure prompt and fair settlement of grievances without interruption of or interference with the operation of the City. It is also intended that this document provide recognition for the rights and responsibilities of the City, Union and employees.

In accordance with Court General Rule 29 (GR 29), the Court maintains full control over the hiring, discipline and termination of all Court employees. For Court employees and Court operations, if the specific Articles of this Agreement relating to hours and working conditions make specific reference to the Court or Court employees, then this Agreement shall take control. For provisions of this Agreement regarding hours and working conditions of Court employees which do not specifically refer to the Court or Court employees, then the Court's policies and procedures related to those subjects shall supersede this Agreement.

ARTICLE 01 - RECOGNITION AND BARGAINING UNIT

01.01 Pursuant to RCW 41.56, the City recognizes the Union as the exclusive bargaining representative for the purpose of establishing wages, hours and conditions of employment, for all regular full-time employees and regular part-time employees (consistent with PERC Certification dated July 23, 1992). In addition, temporary employees who work more than six (6) months, who perform similar work as regular employees are included in the bargaining unit represented by the Union. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

The following definitions apply:

- A. Regular Full-time: An employee hired for an indefinite term of employment and regularly scheduled to work 30 or more hours per week. Regular full-time employees shall be eligible for benefits as provided by this Agreement and the Affordable Care Act (ACA). Seniority shall accrue from the date of hire.

- B. Regular Part-time: An employee hired for an indefinite term of employment and regularly scheduled to work 20 or more hours per week but less than 30 hours per week. Regular part-time employees shall be eligible for pro-rated benefits as provided by this Agreement. Seniority shall accrue from the date of hire.
- C. Limited Term: An employee hired for a definite and limited term of employment in excess of six (6) months but not longer than twenty-four (24) months and regularly scheduled to work a minimum of 20 hours per week (e.g., on special projects). Limited-term employees shall be eligible for pro-rated benefits 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.

Negotiated Limited Term Duration Exceptions:

Public Works Engineering Technician	36 Month Duration
Real Property Management Specialist	36 Month Duration
Civil Engineer 2 – Sound Transit Project	60 Month Duration
Administrative Assistant 2 – Sound Transit Project	60 Month Duration

- D. Represented Temporary: An employee hired in excess of six (6) months but not longer than twelve (12) months and regularly assigned to work a minimum of 20 hours per week. Represented temporary employees will become members of the Union and shall be eligible for pro-rated benefits as provided by this Agreement, beginning the first payroll period following the employee’s completion of six (6) months of continuous employment in a temporary position. Seniority does not accrue unless 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. Represented temporary employees serve “at will” and may be terminated or disciplined without recourse to the grievance procedure.

01.02 The following categories of employees will be excluded from the bargaining unit:

- A. All other represented employees of the City; all department managers, supervisors, and confidential employees (consistent with PERC Certification dated July 23, 1992).
- B. Temporary Employees: An employee hired for a limited term of employment not to exceed six (6) months who are needed to augment the workforce during absences, peak periods or emergent situations. Seniority does not accrue unless 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. Temporary employees shall not be used to supplant or replace bargaining unit employees. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.

- C. Seasonal Employees: An employee hired for a limited term of employment not to exceed six (6) months, and beginning in the same season of each calendar year.
- D. Interns: An employee who is a student or trainee and who is hired for a definite and limited term of employment not to exceed twelve (12) months and not to exceed 1,040 hours worked in a calendar year, unless extended by mutual agreement.
- E. Casual Worker: An employee hired for an indefinite term of employment and regularly scheduled to work less than 20 hours per week, and not to exceed 1,040 hours worked in a calendar year, unless extended by mutual agreement.

- 01.03** The employer shall provide the Union with written notification that includes job title and starting date for all temporary employees hired under Section B of this article.
- 01.04** Either party to this Agreement reserves the right to submit a petition for unit clarification during the term of this Agreement pursuant to PERC rules and should there be a disagreement regarding the inclusion or exclusion of a position.

ARTICLE 02 - UNION SECURITY

- 02.01** The Union shall provide employees with requisite membership and dues authorization forms. Upon written authorization of the employee, the Employer agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The Employer shall provide notification of receiving a copy of the Authorization for Payroll Deduction and Representation by emailing a scanned copy of the form to the Union (C2everett@council2.com) within 10 days of the employer receiving the written authorization. The amounts deducted shall be transmitted monthly to WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted.
- 02.02** Employer shall maintain their copies of Authorization for Payroll Deduction and Representation in a secure location that is available to the Union upon request. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- 02.03** The Union may request and the City will provide the following information about each bargaining unit member: Employee name, work address, home address, home phone, work email, birth date, hire date, job classification, department, hours worked and monthly base wage.
- 02.04** Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall become and remain members of the Union in accordance with this article, and shall pay a pro-rated amount of dues. Employees whose normal work schedules are less than twenty (20) hours per week shall not be required to join or

maintain union membership.

02.05 P.E.O.P.L.E. Check-off

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

02.06 The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.

02.07 The Union agrees to refund to the City any amount paid to it in error as a result of compliance with this Article.

02.08 The City and the Union agree that this Article will be interpreted consistent with State and federal law.

ARTICLE 03 - UNION ACCESS

03.01 The employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the employer during working hours with advance notice to the Human Resources Director, City Attorney or City Manager. Such visitations shall be for reasons related to the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.

03.02 The Employer shall permit the use of bulletin boards and electronic mail by the Union for the posting of official union notices such as: union elections and election results, meetings, minutes of meetings, recreational and social activities, and other information of general interest to the membership. The Union shall ensure that all such postings comply with applicable law and are appropriate for the workplace.

03.03 With prior notice to the Human Resources Director or City Manager, the Employer shall grant employees (and may limit the number to two) who are local Union officials reasonable time off with pay to attend scheduled meetings with City Management for the purpose of administering this agreement. In addition, local Union officials may be granted reasonable time off with pay to investigate grievances and represent employees during grievances, disciplinary and/or discharge, investigations and proceedings.

03.04 With prior notice to the employee's department head, up to four (4) members of the

Union's negotiating team shall be permitted to attend negotiating meetings with City representatives without loss of pay to the extent that such meetings are scheduled during the working hours of the members so attending.

- 03.05** The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees within three (3) days of their hire. Employer shall provide an electronic format list with the names of the employees, corresponding job title and department. A union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations and Union insurance.

ARTICLE 04 - MANAGEMENT RIGHTS

- 04.01** Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with applicable laws. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 04.02** The direction of its working force and operations are vested exclusively in the Employer. This shall include the right:
1. To determine its mission, policies, and to set forth all standards of service offered to the public;
 2. To operate and manage all staffing, facilities and equipment;
 3. To determine the methods, means, number of personnel needed to carry out the department's operations or services to be conducted by the department;
 4. To determine the utilization of technology;
 5. To contract out for goods and services, except for bargaining unit work performed on a regular and consistent basis;
 6. To hire, train, promote, transfer, assign, retain and layoff employees;
 7. To promulgate rules and regulations;
 8. To discipline, suspend, demote or discharge employees for just cause;
 9. To maintain the efficiency of the operation entrusted to the Employer; and
 10. To determine the manner in which such operations are to be conducted.

ARTICLE 05 - NON-DISCRIMINATION

The Employer and Union mutually agree to abide by state and federal laws pertaining to discrimination of employees. Any claim of unlawful discrimination by bargaining unit members is expressly exempted from Article 10 – Grievance Procedures in this Agreement. Employees believing they may have been discriminated against are encouraged to comply with City policies and procedures concerning Equal Opportunity Employment.

ARTICLE 06 - PERSONNEL FILES

- 06.01** The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the extent provided by law; provided that

information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee.

- 06.02** The Human Resources Department shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Human Resources Department.
- 06.03** Upon request employees shall be given a copy of any item or document that has been placed into their personnel file.

ARTICLE 07 - NO STRIKE NO LOCKOUT

- 07.01** The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.
- 07.02** The Union may sanction actions taken by other unions so long as such a sanction does not conflict with the provisions of Section 07.01.

ARTICLE 08 - DISCIPLINE AND DISCHARGE

- 08.01** The City shall not discipline or discharge any post-probationary employee without just cause. Any employee, including probationary employees, may choose to have a Shop Steward and/or Union Staff Representative present at all meetings during which it is anticipated that disciplinary or discharge proceedings may take place.
- 08.02** The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary action generally includes the following progressive steps:
 - 1. Oral warning which shall be documented in writing;
 - 2. Written reprimand;
 - 3. Suspension or demotion; and
 - 4. Discharge.

For the purposes of determining steps of progressive discipline, an oral warning, which shall be documented in writing, remains active for a period of one (1) year. If no further discipline for the same or a similar offense occurs during the active period, the oral warning is deemed inactive (archived) and shall not be used against the employee in a future progressive manner. For the purposes of determining steps of progressive discipline, a written warning remains active for a period of two (2) years. If no further discipline for the same or a similar offense occurs during the active period, the written warning is deemed inactive (archived) and shall not be used against the employee in a future progressive manner. All active and inactive reprimands will be retained in the

employee personnel file in accordance with Washington State retention schedules.

ARTICLE 09 - LABOR MANAGEMENT MEETINGS

- 09.01** The Employer and the Union have established a Labor-Management Meeting process wherein the parties may meet periodically during the term of this Agreement to share information and to identify and resolve issues.
- 09.02** The Parties shall meet quarterly, however, meetings may be canceled upon mutual agreement if there are no agenda items submitted for review.
- 09.03** It is understood that any items discussed in the Labor Management Meetings shall not add to or alter the terms of this agreement. It is also understood that neither party to this agreement waives its right to negotiate any mandatory subject of bargaining.
- 09.04** The Union shall be permitted to have three (3) employee representatives scheduled to attend labor management meetings without loss of pay to the extent that such meetings are scheduled during the working hours of the members so attending. Additional members may be invited by mutual agreement of the parties if needed to assist with specific issues. The City shall have approximately the same number of members attend the labor management meetings.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure.

10.02 Definition

For the purpose of this Agreement, a grievance is defined as only those disputes raised by the Employer, an employee, a group of employees or the Union involving the interpretation, application or alleged violation of any provision of this Agreement. A grievant is therefore defined as the Employer, an employee, a group of employees who are represented by the Union, or the Union. Grievances shall be processed in accordance with the following procedures within the stated time limits. For the purposes of this article, the employer is defined as the City of SeaTac, which is represented by the City Manager, or designee, or the Presiding Judge, or designee, if the matter is applicable to hours and/or working conditions of the Municipal Court.

10.03 Pre-Grievance Resolution

By mutual written agreement between the Union and the Human Resources Director (and/or Court Administrator as applicable), the parties may agree to place a potential grievance issuance in abeyance and freeze the timelines to submit a grievance per Section 10.12 Time Limits in order to discuss and resolve matters at the lowest level possible prior to resorting to the formal grievance procedure outlined below.

10.04 Grievance Steps

Step One:

Within ten (10) working days of knowledge of the incident giving rise to the grievance, the Union or the grievant along with a Union representative shall submit the grievance in writing to the employee's immediate supervisor. The written grievance shall include the date of submission to this process, date of alleged violation, facts and circumstances related to the violation, the specific article(s) of this Agreement that was allegedly violated, and the remedy requested. Within ten (10) working days of receipt of the written grievance, the supervisor shall contact the Union representative to schedule a meeting. Such meeting may be waived by mutual agreement of the parties. The supervisor shall respond to the grievant and the Union President within ten (10) working days of the conclusion of the grievance meeting. If either the Union or the Employer desires, grievances may be initiated at Step Two of the grievance process adhering to the submission timelines above (in Step One).

Step Two:

If the grievance was filed at Step One and not settled in Step One, the Union, on behalf of the grievant, shall present the grievance in writing within ten (10) working days of receipt of the City's Step One response. If the grievance is initiated at Step Two, the written grievance shall be presented by the Union within ten (10) working days of knowledge of the incident giving rise to the grievance. All grievances relating to the Municipal Court shall be initiated at Step Two and submitted in writing to the Court Administrator. The Step Two grievance shall be presented to the Department Head or his/her designee. The written grievance shall include the date of submission to Step Two, date of alleged violation, facts and circumstances related to the violation, the specific article(s) of this Agreement that was allegedly violated, and the remedy requested. Within ten (10) working days of receipt of the Step Two grievance, the City shall schedule a time to meet with the Union and grievant. The Department Head or his/her designee and the Human Resources Director shall meet with the grievant and the Union representative at a mutually agreeable date and time, and shall render a written response to the grievant, the Local Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

Step Three:

If the Union is not satisfied with the solution of the Department Head or his/her designee and the Human Resources Director, the Union shall submit the written grievance to the City Manager and/or the Presiding Judge, as applicable, within ten (10) working days from the date of receipt of the Department Head's/Human Resources Director's reply. The City Manager, and/or his/her designee, and/or the Presiding Judge, as applicable, shall schedule a meeting with the grievant and the Union's representative within ten (10) working days of receipt of the grievance. The City Manager, and/or his/her designee, and/or the Presiding Judge, as applicable, shall meet with the Union and grievant. The City Manager and/or Presiding Judge, as applicable, shall render a written response to the grievant, the Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

Step Four:

Upon mutual agreement, a grievance not resolved under the above steps may be referred to alternative dispute resolution sources for mediation. If the parties do not agree to the use of mediation or if resolution is not achieved through the mediation process, the Union or the Employer may refer the grievance to arbitration within thirty (30) working days after receipt of the Employer's answer to Step Three. Once the request for arbitration has been submitted, the parties shall select an arbitrator within forty-five (45) working days of the receipt of the arbitration notice. The parties shall notify the arbitrator of his/her selection within ten (10) working days of the selection. If the request for arbitration is not filed by the Union Staff Representative or the Employer within thirty (30) working days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure.

10.05 Selection of Arbitrator

The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, the American Arbitration Association or other source to submit a panel of seven (7) arbitrators. The Employer and the Union shall alternately strike names of arbitrators until one (1) arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the Employer and Union representatives.

10.06 Privacy of Meetings and Hearings

All meetings and hearings under this procedure shall be kept private and shall include only such parties of interest and/or their designated representatives.

10.07 Decision

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

10.08 Power limited

The power of the arbitrator shall be limited to interpreting this Agreement, determining if the disputed article has been violated and awarding a remedy. The arbitrator shall not have any authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator, within these stated limits shall be final and binding on both parties.

10.09 Costs

Expenses and compensation for the arbitrator's services, or mediation service, and the proceedings shall be borne by the non-prevailing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own attorneys or other representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. It is

provided, however, that if the grievance presented for arbitration involves multiple parts/issues, and if the decision of the arbitrator results in each of the parties prevailing on different parts/issues, then, in that case, the expenses and compensation for the arbitrator's services and the proceedings shall be borne equally by the parties.

10.10 Election of remedies

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Likewise, litigation of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

10.11 Authority

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.

10.12 Time limits

Any and all time limits and/or steps specified in the Grievance Procedure may be waived by mutual written agreement of the parties. Failure by the employee or Union to submit the grievance in accordance with these time limits and/or steps without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedures.

ARTICLE 11 - WAGES

11.00 Definitions

For the purposes of Article 11, "anniversary date" is defined as the date an employee completes their probationary period. This is distinct from an employee's service anniversary, which is the date they began employment with the City.

Example: Employee hired on January 1 completes probation on June 30. June 30 becomes the employees merit eligible anniversary date. January 1 remains the employees service anniversary.

11.01 Salaries

1. For each year of the CBA, effective January 1, a Cost of Living Adjustment (COLA) that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bellevue, June to June index, shall be applied to all bargaining unit salary ranges. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).

Market Survey Results:

Salary range adjustments adopted by the City will be effective annually on January 1.

Employees found to be “below market” will have their salary ranges adjusted.

If an employee’s current hourly rate falls below Step A of their new salary grade, they will be placed at Step A effective January 1. These employees will remain eligible for regularly scheduled step increases on their anniversary date.

If an employee’s current hourly rate falls within their new range, they will be placed on the closest step that is not lower than the employee’s current hourly rate effective January 1. These employees will remain eligible for regularly scheduled step increases on their anniversary date.

Employees found to be “above market” will have their salary ranges adjusted, as provided by this Agreement.

If an employee’s current hourly rate falls within their new range, they will be placed on the closest step that is not lower than the employee’s current hourly rate effective January 1. These employees will remain eligible for regularly scheduled step increases on their anniversary date.

If an employee’s current hourly rate exceeds their new range, their hourly rate will be frozen until their salary again falls within the pay range of their classification. The employee will receive 33% of the annual COLA until their salary again falls within the pay range of their classification.

For each year of the CBA, employees found to be “above market” by the City in the 2016 or 2017 market survey and whose salary was frozen will receive 33% of the COLA until their salary again falls within the pay range of their classification.

The City shall conduct salary surveys of represented classifications at least every three (3) years to ensure salaries are remaining competitive with the labor market. The salary survey schedule is found on Attachment A. Salary survey results shall be completed and presented to the Union no later than August 31 of the year they are scheduled. From the date the Union receives the salary survey results, the Union shall have 12 business days to submit any requests for reconsideration. Requests for reconsideration shall be submitted in writing to the Human Resources Director. Requests for reconsideration shall be reviewed by the Human Resources Director, the applicable Department Director and City Manager, and shall be answered in writing within 12 business days.

Changes to the established compensation plan or established comparable cities shall be negotiated during the bargaining of a successor to this Agreement or through Labor/Management Committee.

11.02 Step Increases

Employees shall be eligible to receive salary increases, based on satisfactory performance, annually in the amount of five percent (5%), not to exceed the maximum amount identified in the salary range. If the performance appraisal to determine whether or not the employee has achieved satisfactory performance is not completed by the supervisor within one (1) month of the employee’s anniversary date, the employee will automatically receive a salary step increase.

11.03 Longevity Pay

Effective January 1, 2013, all employees of the bargaining unit shall receive longevity pay upon completion of the years of service as a regular employee with the City of SeaTac as indicated below:

- A. Completion of ten (10) years of service: \$35.00 per month;
- B. Completion of fifteen (15) years of service: \$45 per month; or
- C. Completion of twenty (20) years of service: \$60 per month.

11.04 Social Security Replacement and Pension

The City shall provide a 401(a) Social Security Replacement Account for each regular full-time employee scheduled to work forty (40) hours per week. The contribution rates shall be 5.058% for the employer and 6.2% for the employee based on total wages, pursuant to federal law. The 1.142% difference in contribution percentage is in recognition of the City-paid life and disability insurance benefits provided to employees.

Employees will participate in the Washington State Public Employee's Retirement System.

The City shall provide Medicare contributions pursuant to federal law and the required employee contributions shall be deducted from the employee's wages.

ARTICLE 12 - ACTING OR OUT OF CLASS

12.01 Definitions

- A. "Acting" is defined as an employee's assignment to perform the majority (more than 50%) of the duties and responsibilities of an existing higher classified position, which is vacant temporarily or long-term. When an employee is acting in a higher classification within the same classification series to which he/she belongs, the employee must be assigned to perform the majority (more than 50%) of the distinct duties and responsibilities which distinguishes the higher classification from the employee's base position classification. For example, an employee is assigned to perform the majority of the supervisor's duties and responsibilities during the supervisor's vacation, or an employee is assigned to act as the supervisor position while the position is vacant.
- B. "Out of Class" is defined as an employee's assignment to perform the majority (more than 50%) of a higher job classification for which the position is not budgeted or does not currently exist. For example, an employee is assigned to perform the majority of the work of a position that was eliminated in the department's budget.
- C. For purposes on this Article, the City is defined as the City Manager, or designee, or the Presiding Judge, or designee, only when the matter is applicable to the Municipal Court.

12.02 Assignment of Acting or Out of Class Work

- A. The City has the right to determine whether a vacancy is to be filled permanently or

temporarily through Acting assignment. The City has the right to determine the qualifications required to fill an Acting or Out of Class assignment, and shall make such qualifications known to employees who may be eligible to act or work out of class in the affected work unit. The City also has the right to select the employee who, in the City's determination, would best serve the acting/out of class role. Where applicable, the City may rotate the Acting or Out of Class assignment among available qualified employees, as determined by the City, in the Department/Division in which the Acting or Out of Class need arises.

- B. Although the duties and responsibilities of the vacant position may be assigned to multiple employees, at no time will there be more than 1 employee who receives Acting pay in the vacant higher classified position.

12.03 Acting or Out of Class Pay

- A. An employee who is assigned to act or to work Out of Class in a higher classification for a full work day of eight (8) consecutive hours or longer, shall be paid Acting or Out of Class pay effective the first day of the assignment. If the employee is on an alternative work schedule such as 9/80's or 4/10's , he/she must work their full nine or ten hour work day, as appropriate, to qualify for Acting or Out of Class pay.
- B. Acting or Out of Class pay shall be equal to Step A of the higher position's pay range or five percent (5%) of the employee's current base pay, whichever is greater; however, at no time will the employee be paid more than the maximum of the higher position's pay range. Variation in the above amount of Acting or Out of Class pay to be paid to a bargaining unit employee may be allowed by mutual agreement of the parties.
- C. Typically, benefit eligibility and/or union membership will not be impacted due to Acting or Out of Class assignments. For Acting or Out of Class assignments expected to exceed 45 days' duration, and where union membership and/or benefit eligibility may be impacted, the parties agree to bargain impacts through Labor/Management Committee.

ARTICLE 13 - HOURS OF WORK

13.01 Definitions

For the purposes of this Article, the City is defined as the City Manager, or designee, or the Presiding Judge, or designee, when the hours of work are applicable to the Municipal Court.

- 13.02** The normal work week shall be five (5) consecutive days of eight (8) hours per day, exclusive of lunch period. The regular hours of work each day shall be consecutive except for lunch periods. For payroll and accounting purposes, the normal workweek begins at 12:01 a.m. Monday, and ends at midnight on Sunday. For employees authorized to work certain alternative and/or compressed work schedules, the workweek may begin at noon on Friday and end at 11:59 a.m. the next Friday. During declared emergencies or inclement weather operations, the normal work week shall be forty (40) hours per week; however, hours of work per day shall be determined by City policy or each department's standard operating procedures, as applicable.

- 13.03** All full-time employees shall be granted an unpaid lunch period of one-half (1/2) hour during each normal work shift. The lunch period shall be scheduled at approximately mid-shift. Employees shall be entitled to one (1) fifteen (15) minute paid rest period during each half-day of a full-time work shift. The parties agree to allow employees to continue the practice of combining their paid rest breaks, when the rest breaks are earned during the normal work shift, with their unpaid lunch period if such practice is requested by the employee and approved by the City. However, employees are accountable for intermittent rest periods taken during the work shift. "Intermittent rest periods" are defined as intervals of short duration in which employees are allowed to relax and rest, or for brief personal inactivity from work or exertion. At no time will intermittent and scheduled rest periods exceed thirty (30) minutes during one full-time normal work shift.
- 13.04** All non-exempt employees shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for all compensated time in excess of forty (40) hours per week, exclusive of the employee's lunch period. Compensated time shall be defined to include hours worked, holiday hours, vacation hours, sick leave and compensatory time off. Exempt employees are not eligible for overtime pay.
- 13.05** Non-exempt employees working mandatory overtime shall have the right to request, and supervisors shall approve compensatory time earned at the same ratio as overtime rate in lieu of cash payment for overtime. Compensatory time bank may accumulate, in lieu of overtime pay, in a compensatory time bank not to exceed eighty (80) hours. Once the eighty (80) hour maximum is reached, no additional compensatory time will be accumulated and overtime will be paid until the accumulated balance falls below maximum limits. Compensatory time banked in accordance with Article 13.08 Severe Weather contributes to the compensatory time bank eighty (80) hour maximum accumulation but will be granted regardless of accumulated balances. Compensatory time off cannot be used in the period it is earned and shall be scheduled in fifteen (15) minute increments by the employee through his/her supervisor at a mutually agreeable time.

Employees working overtime for grant-funded or other third-party reimbursable/billable hours shall be paid overtime only, unless the Department Head agrees in writing to allow compensatory time in advance of the time earned.

Exempt represented employees are not eligible for compensatory time.

13.06 Flexible and Alternative Work Schedules.

Recognizing that a change in working hours may benefit both the employee and the City or that such a change may benefit one without detriment to the other, the City and affected employees may, by mutual agreement, modify normal work hours. An employee who wishes to work flexible hours or an alternative work schedule shall submit a request in writing to his/her supervisor. In the event an approved flexible and alternative work schedule is terminated by the City through no fault of the employee, and barring any unforeseen extenuating circumstances, the employee shall be provided with thirty (30) calendar days written notice to make personal arrangements to enable compliance with a revised schedule. The revised schedule will be effective at the beginning of the first pay cycle following the thirty (30) day notice period. In the event a flexible or alternative work schedule is terminated as a result of a disciplinary action, the

change will be effective at the beginning of the next pay cycle or as defined in the disciplinary action.

13.07 Emergency and Emergency Work Assignment/Scheduling

The City Manager or designated Department Head 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 failure, plane crash, etc.) the supervisor 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, non-exempt employees may be assigned to twelve (12) hour shifts. Non-exempt employees assigned to either shift will receive their regular pay for the first eight (8) hours of their shift, then 1-1/2 times their regular pay for the remaining four (4) hours.

In the case of an emergency, the City 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 the City's jurisdiction for the duration of the emergency.

Non-exempt 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.

13.08 Severe Weather

If City facilities are closed by the City Manager or Presiding Judge due to severe weather or a natural disaster, employees shall receive up to eight (8) hours regular pay for closure per major incident. Such a decision to close shall be made by the City Manager or Presiding Judge. Employees who have called out sick prior to the announcement of a closure or who are on pre-approved vacation are excluded from receiving eight (8) hours regular pay for closure.

In the event that non-exempt essential personnel are required to work while City facilities are closed and non-essential personnel are provided leave with pay, non-exempt essential personnel shall receive up to eight (8) hours compensatory time off with pay placed in their compensatory time off bank (entered as 5.33 compensatory time hours on employee timesheet).

ARTICLE 14 - STANDBY

The Employer will not require any employee covered by this Agreement to perform standby duty.

ARTICLE 15 - CALL OUT

When a non-exempt employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours call-out-time, inclusive of travel time not to exceed a maximum of thirty (30) minutes.

ARTICLE 16 - INSURANCE BENEFITS

16.01 Medical Insurance

Effective January 1, 2020, the City will remain on the EHCW Premera medical plans.

For contract years 2021-2023, the parties agree to meet, review and discuss health insurance costs, plan performance and review of available options that could be implemented to mitigate increasing insurance costs through the Joint Labor Management Committee.

16.02 Medical Premiums

For full-time employees electing the PPO plan, employees will pay via payroll deduction a share equal to 10% of the premium cost. The City shall pay the balance of the premium.

For full-time employees selecting the HDHP plan, the City shall pay 100% of the premium and shall match employee HSA contributions on a 2:1 ratio up to the allowable IRS maximum.

Regular part-time, represented temporary, and limited term employees shall have the option of having pro-rated premiums paid for their medical benefits, based on their budgeted FTE.

16.03 Dental and Vision Insurance

The City will provide dental benefits and will pay 100% of the premium for all regular full-time, regular part-time, represented temporary, and limited term employees and their dependents.

The City will provide vision benefits and will pay 100% of the premium for all regular full-time, regular part-time, represented temporary, and limited term employees and their dependents.

16.04 Life and Disability Insurance

Life and Accidental Death & Dismemberment (AD&D) Insurance

The City will provide full-time employees regularly scheduled to work forty (40) hours per week with life and AD&D coverage at (2x) annual salary up to a maximum of \$300,000, subject to the terms and exclusions of the carrier policy. The City will pay 100% of Group Life and AD&D premiums.

Short-Term Disability (STD) Benefits

The City will provide STD benefits for all full-time employees regularly scheduled to work

forty (40) hours per week. In the event of a short-term disability and following a 30-day elimination period, the benefit may pay 60% of weekly salary subject to the terms and exclusions of the carrier policy. The City will pay 100% of STD premiums.

Long-Term Disability (LTD) Benefits

The City will provide LTD benefits for all full-time employees regularly scheduled to work forty (40) hours per week. In the event of a long-term disability and following a 90-day elimination period, the benefit may pay 60% of monthly salary subject to the terms and exclusions of the carrier policy. The City will pay 100% of LTD premiums.

Voluntary/Supplemental Life and AD&D Insurance

In addition to the Life and AD&D coverage provided by the City, all employees have the option to purchase self-paid supplemental Life and AD&D insurance for themselves and their eligible dependents. Subject to the terms and exclusions of the carrier policy.

ARTICLE 17 - SICK LEAVE

17.01 Accrual of Sick Leave

All full-time regular employees shall accrue sick leave at the rate of eight (8) hours for each month of employment including the probationary period of employment. Regular part time employees are eligible for sick leave accruals on a pro-rated basis commensurate with their budgeted FTE.

17.02 Use of Sick Leave

Sick leave shall not be available for use during the first thirty (30) days of the probationary employment period and, thereafter, will be granted for, and shall be used only for, the following purposes:

1. 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 (including vision and dental) care for the duration of the appointment and reasonable travel time;
2. Medical quarantine;
3. When the employee's place of business has been closed by order of a public official for any health-relation reason, or when an employee's child's school or place of care has been closed for such reason;
4. Death of a member of the employee's immediate family; after exhausting bereavement leave per Section 21.3 Bereavement Leave;
5. To allow the employee to provide care for a family member (spouse, registered domestic partner, or child) 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 preventative medication (including vision and dental) care for the duration of the appointment and reasonable travel time;
6. Disability of the employee due to pregnancy and/or childbirth; and
7. Absences that qualify for leave under the domestic violence leave

act, chapter 49.76 RCW.

17.03 Procedure For Claiming Sick Leave

Employees shall promptly notify their Department Head, or designee, of the need to use sick leave per Section 17.02, and the expected dates and duration of such leave as soon as the employee has knowledge of such expected leave use. Employees are eligible to request sick leave in increments of fifteen (15) minutes. For extended leaves, the employee shall keep the Department Head, or designee, informed of the expected duration of the employee's absence and expected return to work date.

For pre-scheduled absences, the employee shall complete required leave forms and submit such to the Department Head, or designee, for approval prior to taking leave. For unexpected or unscheduled absences, upon return to work, the employee shall complete any required sick leave forms.

17.04 Supplemental Use of Vacation Leave, Compensatory Time Off, Floating Holiday or Leave Without Pay

If an employee exhausts all accrued sick leave, but needs to be absent for eligible sick leave purpose(s), the employee must use available accrued leave including vacation, compensatory time, or Floating holiday. If the employee exhausts all accrued leave, the employee may request authorization to use leave without pay per Section 21.04 Leave Without Pay.

17.05 Accountability for Appropriate Use of Sick Leave

It is a reasonable expectation that employees maintain a regular attendance record and that they be provided the resources to be accountable for doing so. It is also a reasonable expectation that employees will use sick leave only for personal illness, injury or disability, FMLA, FLA and FCA as provided by federal and state laws, this labor agreement and applicable City policies.

City management is responsible for the proper administration of sick leave benefits, which includes but is not limited to, verification of illnesses, injuries or disabilities from a licensed health care provider. The City may require proof of illness, injury or disability if the City has reason to believe the employee is inappropriately using sick leave during the current absence, or if the employee has been previously counseled about use of sick leave.

Abuse of sick leave shall be grounds for corrective action or disciplinary action, up to and including suspension or dismissal. In addition, any employee found to have abused sick leave benefits shall further be required to reimburse to the City all compensation paid to such employee for the period of such absence.

17.06 Sick Leave Cash Out or Conversion

1. Option #1 – Sick Leave Cash Out Upon Termination:

Upon death, resignation, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay; provided, however, that under no

circumstances may an employee's payment for accumulated sick leave exceed sixty-four (64) hours. The twenty-five percent (25%) payment will not be made for unused sick leave if an employee leaves the City during his or her new-hire probationary period.

2. **Option #2 - Annual Sick Leave Cash Out/Conversion:**

After achieving a certain minimum sick leave balance, employees are able to cash out or convert to vacation leave ten percent (10%) of sick leave earned but not taken during a calendar year. The percentage of unused sick leave eligible to be cashed out/converted will increase to twenty-five percent (25%) and then to fifty percent (50%) upon achieving a significantly higher sick leave balance. Sick leave cash out/conversion is elective. It is the employee's choice whether to participate in the sick leave cash out/conversion program. The employee shall make his/her election of cash out or conversion to vacation leave during the annual election period in January of each year.

Note: Once an employee utilizes Option #2 to participate in the annual sick leave cash out/conversion program, he/she will not be eligible for sick leave cash out under Option #1 (upon termination or retirement).

a) **10% Cash Out:**

Upon achieving a sick leave balance of one-hundred (100) hours, an employee shall be eligible to cash out or convert to vacation leave ten percent (10%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which sick leave hours are cashed out, and the employee's sick leave balance will be reduced by the amount of sick leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

b) **25% Cash Out:**

Upon achieving a sick leave balance of three-hundred (300) hours, an employee shall be eligible to cash out twenty-five percent (25%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which hours are cashed out, and the employee's sick leave balance will be reduced by the amount of leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

c) **50% Cash Out:**

Upon achieving a sick leave balance of seven-hundred twenty (720) hours, an employee shall be eligible to cash out fifty percent (50%) of the sick leave

he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which hours are cashed out, and the employee's sick leave balance will be reduced by the amount of leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

17.07 On-The-Job Injury

An employee who is injured on the job is required to report said injury to their direct supervisor as soon as possible, generally within twenty-four (24) hours of being injured. The City Accident Report Form shall be completed and submitted to the City in a timely manner, generally within forty-eight (48) hours of the injury. If the injured employee is physically unable to complete the Accident Report Form, the supervisor shall complete it for them. Human Resources must be notified of the employee's injury within forty-eight (48) hours.

An injured employee's eligibility for Worker's Compensation benefits will be solely determined, administered and paid through the State Industrial Division of the Department of Labor and Industries (L&I). It is the employee's duty to contact L&I to request time loss payments as L&I will not allow employers to initiate time loss payments. If an employee is denied benefits by L&I, they are eligible to utilize any leave accruals available, retroactive to the date of their injury.

When an injured employee is approved for Workers Compensation time loss payments by L&I, following their full-duty return to work or receipt of notice of closure of the L&I claim, the employee may be eligible to receive a one-time lump sum return-to-work incentive payment not to exceed 25% of the overall time loss payments made during the first 120 days (24 weeks) of time loss. Eligibility for the incentive payment will be determined based on the injured employee satisfactorily meeting each of the requirements throughout the time loss period as set forth below:

1. Employee complies with City procedures for accident reporting, including the timely reporting of injury and submittal of accident report forms.
2. Employee accepts and reports to work for any available light-duty or modified-duty work assignments.
3. Employee maintains adequate communication with the City during their time loss. This includes reporting absences to their direct supervisor and promptly (within 24 hours) returning phone calls from their supervisor and/or Human Resources.
4. The employee provides adequate medical documentation to Human Resources upon request, specifically for the purposes of determining whether light-duty or modified-duty work is available and/or to determine the employee is authorized to return to work with or without restrictions.
5. The employee did not supplant their time loss payments with leave accruals. By electing to supplant time loss payments with leave accruals the employee waives eligibility for the return-to-work incentive payment.

Example of Return-to-Work Incentive Payment Calculation:

Employee Weekly Salary	\$1,000
L&I Weekly Time Loss Payment	\$ 600
Weeks' Time Loss Paid	3
Total L&I Time Loss Payments	\$1,800

Return-to-Work Incentive Payment \$ 450*

*Return-to-Work Incentive Payment is reported as taxable income and is therefore subject to applicable withholding.

Under no circumstance shall time loss payments, leave usage and/or return to work incentive payment equate to more than 100% of the employee's regular pay. Employees approved for L&I benefits remain eligible for full leave accruals and holiday pay. Employees receiving time loss benefits are responsible for their share of health insurance premiums. Pension credits are not earned during periods of time loss payments.

ARTICLE 18 - VACATIONS

18.01 Accrual of Vacation Time

Each regular full-time employee shall accrue the following number of vacation days:

<u>First Year:</u>	During the first year of employment with the City, employees accrue 12 days of vacation per year (4 hours per pay period).
<u>Second Year:</u>	During the second year of employment, employees accrue 13 days of vacation per year (4.33 hours per pay period).
<u>Third Year:</u>	During the third year of employment, employees accrue 14 days of vacation per year (4.67 hours per pay period).
<u>Fourth and Fifth Years:</u>	During the fourth and fifth years of employment, employees accrue 15 days of vacation per year (5 hours per pay period).
<u>Sixth and Seventh Years:</u>	During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.67 hours per pay period).
<u>Eighth and Ninth Years:</u>	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
<u>Tenth and Eleventh Years:</u>	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.33 hours per pay period).
<u>Twelfth and Thirteenth Years:</u>	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.67 hours per pay period).
<u>Fourteenth and Fifteenth Years:</u>	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).

Sixteenth Year and thereafter: During the sixteenth year of employment and thereafter, employees accrue 23 days of vacation per year (7.67 hours per pay period).

New hire probationary employees are not eligible to use their vacation leave until after they have successfully completed their probationary period. Regular part-time, represented temporary, and limited term employees are eligible for vacation accruals on a pro-rated basis commensurate with their budgeted FTE.

18.02 Use of Vacation Time

1. New employees may take vacation after they have successfully completed their probation period.
2. Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits.
3. Vacation leave shall be approved by the Department Head, or designee, or the City Manager to ensure the least possible interference with operations of the City.
4. Weekends which are not part of an employee's normal work schedule, and holidays shall not be counted as vacation days.
5. Employees shall be entitled to their base wage compensation during vacation time.
6. Employees shall request accrued vacation leave in increments of fifteen (15) minutes.

18.03 Scheduling of Vacation Time

All vacation leave must be pre-approved by the Department Head, or designee.

Employees requesting to take vacation time off are generally expected to submit their request at least five (5) working days in advance of taking such leave unless extenuating circumstances exist which prevents such advance notice. This five-day advance notice requirement does not prohibit the Department Head, or designee, from accommodating, at their discretion, requests for vacation time off with less notice.

Once a vacation leave request is received by the Department Head, or designee, a response to approve or deny the request shall be provided to the requesting employee no later than ten (10) working days after receipt, unless extenuating circumstances exist which prevents such timely response, in which case, the employee shall be provided an approximate date when such response can be expected.

18.04 Maximum Vacation Accumulation

Each regular employee shall be entitled to accumulate and to carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Employees hired on or after January 1, 2012, who are members of the Public Employees Retirement System, Plan 1 (PERS I) are eligible to carry a maximum balance of two hundred and forty (240) hours of vacation leave. Any accumulated vacation time in excess of the maximum amount of vacation time allowed shall expire annually on January 1. It is provided, however, that where an employee has vacation time that would expire because it is in excess of the accrual amounts, and where the employee has made reasonable requests over a reasonable length of time to use

vacation time, and for which such requests have been denied because of the work requirements of the Employer, the employee shall be given a time extension to use such vacation time prior to the expiration of such vacation time, with the time extension being determined by the Employer but not being less than one (1) month for each forty (40) hours of vacation time that would expire because of the denied requests to take vacation.

18.05 Payment of Accumulated Vacation Time at Separation of Employment

Upon death, separation or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's current hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated vacation time exceed the amount of vacation time which the employee could have earned over a period of two (2) years at his/her current rate of accrual.

ARTICLE 19 - HOLIDAYS

19.01 Scheduled Holidays

All regular full-time employees shall be granted one eight (8) hour holiday with pay on each of the following days:

1. The first day of January, New Year's Day;
2. The third Monday of January, Martin Luther King, Jr. Day;
3. The third Monday of February, President's Day;
4. The last Monday of May, Memorial Day;
5. The fourth (4th) day of July, Independence Day;
6. The first Monday in September, Labor Day;
7. The eleventh (11th) day of November, Veterans' Day;
8. The fourth Thursday in November, Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth (25th) day of December, Christmas Day;

Regular part-time, represented temporary and limited term employees are eligible for paid holiday leave benefits on a pro-rated basis commensurate with their budgeted FTE.

19.02 Floating Holidays

In addition to the scheduled holidays specified in Article 19.01, regular full-time employees shall receive two (2) eight (8) hour floating holidays awarded annually on January 1. Floating holidays must be used in the year they are awarded and shall be noncumulative and non-compensable upon separation of employment. Regular full-time employees hired before June 30 shall receive two (2) floating holidays. Regular full-time employees hired on or after July 1 shall receive one (1) floating holiday. Employees may request to use floating holiday hours in minimum fifteen (15) minute increments. Any available floating holiday hours may be used during a new employee's probationary period.

Regular part-time, represented temporary and limited term employees are eligible for floating holiday leave benefits on a pro-rated basis commensurate with their budgeted FTE.

*For calendar year 2020 only, employees may carry up to twenty-four (24) hours of

floating holiday in their floating holiday leave bank. Any unused floating holiday hours on December 31, 2020 will be forfeited.

Floating Holiday Examples:

1. Employee hired on November 26, 2018 is awarded eight (8) floating holiday hours on November 26, 2019 and an additional sixteen (16) floating holiday hours on January 1, 2020. Through calendar year 2020 the employee may carry up to twenty-four (24) floating holiday hours in their floating holiday leave bank. Any unused floating holiday hours are forfeited on January 1, 2021.
2. Employee hired on July 15, 2020 is awarded eight (8) floating holiday hours upon hire. Any unused floating holiday hours are forfeited on January 1, 2021.
3. Employee hired on December 15, 2020 is awarded eight (8) floating holiday hours upon hire. Any unused floating holiday hours are forfeited on January 1, 2021.

19.03 Holiday Observation

If a scheduled Holiday falls on a Saturday, the City observes the holiday the Friday before; if a scheduled Holiday falls on a Sunday, the City observes the holiday the Monday after. Therefore, there may be years in which the New Year Holiday is observed on December 31st of the prior year resulting in nine (9) observed scheduled holidays in the current year and eleven (11) observed scheduled holidays in the prior year. The parties agree that this observance practice does not change the intent of observing ten (10) scheduled holidays per year as stated in Section 19.01.

- 19.04** Full time non-exempt employees who work on an observed Holiday shall be paid at one and one-half (1.5) times their normal rate of pay for all hours worked on the observed Holiday in addition to the paid holiday, which is included in their base salary.

Holiday pay for employee's working a compressed or alternative work schedule shall be administered in accordance with Personnel Policy 1.06 Flexible and Alternative Work Schedules.

Employees out of work on Leave Without Pay the day before a holiday are not eligible to receive holiday pay.

ARTICLE 20 - TRAINING

20.01 Reimbursement of Training Costs.

It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations subject to prior approval by the Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Registration and fees for such approved training will be reimbursed upon verification of successful completion of the training.

- 20.02** Training, tests and renewal fees for employees to maintain certifications, licenses and permits necessary for the performance of their duties and responsibilities will be paid by the City up to a maximum of three (3) times for each certification and renewal. If an employee fails to pass the required test or certification after three times, the employee

shall be responsible for the cost of subsequent tests and must take vacation or compensatory time if needed to retest.

- 20.03** Certifications and/or licenses not required for an employee's current position but required for advancement or transfer into another position, may be considered and terms negotiated through the Joint Labor Management Committee. The City may require pro-rated repayment agreements for sponsoring such development opportunities.

ARTICLE 21 - OTHER LEAVES

21.01 Military Leave.

1. The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) and the laws of the State of Washington regarding Veterans as outlined in the Washington State Military Family Leave Act (MFLA), RCW 38.40.060, and any amendments thereto.
2. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding twenty-one (21) calendar days during each military year (October 1 through September 30), or as designated by law.
3. Health insurance coverage during military leave will be administered in accordance with USERRA.
4. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
5. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.
6. Leave for military spouses during deployment shall be administered in accordance with MFLA, Family Medical Leave Act (FMLA), and RCW 49.77.030.

21.02 Jury Duty Leave.

Upon presentation to the Department Head of a summons for jury duty, an employee shall be granted jury duty leave for such period of time as the employee is required to serve on jury duty. During such leave, the employee will be paid his or her regular compensation. Any pay that the employee receives for jury duty shall be turned over to the employer.

21.03 Bereavement Leave.

Consistent with City Policy on Bereavement Leave, a full-time regular employee shall be granted up to twenty-four (24) hours of bereavement leave with pay due to a death in the employee's immediate family or other family member. For the purposes of this Section, "immediate family" is defined as: an employee's spouse or State registered domestic partner, parent, step-parent, grandparent, child, stepchild, grandchild, sibling, or the employee's spouse/domestic partner's parent or sibling. For the purposes of this Section, "other family member" is defined as: any person whose association with the employee was similar to immediate family, such as a significant other or close distant family member. All other provisions of the City Bereavement Policy shall apply. Regular part time, represented temporary and limited term employees shall receive bereavement

leave with pay as described in this Section, pro-rated commensurate with their budgeted FTE.

21.04 Leave Without Pay

The City Manager may grant a leave of absence up to one (1) year without pay in appropriate circumstances and consistent with the City's best interests. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for reasonable consideration and a final decision. All available leave balances shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, receive holiday pay, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one (1) month in advance for the period of said leave.

Leave Without Pay exceptions may be made at the sole discretion of the City Manager for protected unpaid leave of absence requests, bonafide unpaid religious holiday observation and probationary employee's ineligible to use accrued leave.

21.05 Job-Protection Leaves

The City and members of the bargaining unit acknowledge and agree to comply with the federal Family Medical Leave Act (FMLA), the State Family Care Act (FCA), the State Domestic Abuse and Stalking Leave, and other applicable provisions of federal and state laws related to job protected leaves. Except in cases of unexpected events, requests for FMLA and/or FLA leave should be submitted to the Human Resources Department at least thirty (30) days prior to the date leave is expected to commence. In addition, employees shall abide by notification and documentation requirements applicable to each leave to be taken. Failure to provide proper notice and documentation or to provide such in a timely manner may result in denial of leave as allowable by applicable laws and regulations.

21.06 Union Leave Bank

Each employee shall be allowed to donate up to eight (8) hours of vacation time per year to a Union Leave Bank in accordance with the following provisions:

1. Not more than one-hundred twenty (120) hours shall be donated to the Bank in a calendar year.
2. The amount of leave in the Bank at any given time shall not exceed one-hundred twenty (120) hours.
3. Any leave carried over from one calendar year to the following shall count towards the maximum one-hundred twenty (120) hour donation for that following year.
4. The leave shall be used by Union Officers or Stewards to attend official Union functions or conduct Union business.
5. Use of this leave shall be in accordance with the use of vacation time, and as such, shall require Department Head approval.
6. Any use of the Leave Bank shall be authorized by the Local Union President, who will communicate its authorization to the Employer.
7. Not more than one employee per department may utilize the Union Leave Bank at the same time.

21.07 Exempt Leave

Full time exempt employees are eligible for time off with pay in lieu of overtime pay. The amount of exempt leave available to exempt employees is two (2) eight (8) hour days per year, credited to exempt leave banks on January 1 each year. Exempt leave is to be scheduled in minimum fifteen (15) minute increments with supervisor approval and must be taken as time off work during the year it is accrued. Exempt leave cannot be carried over into a new year and cannot be cashed out for any reason. Non-exempt employees are not eligible for exempt leave.

21.08 Paid Family Medical Leave

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which take effect January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Employees will pay, the applicable percentage of their gross wages through payroll deduction. Following finalization of regulations implementing RCW 50A.04, either party may reopen this Agreement for the purposes of bargaining over issues related to the interrelations between leaves available under this Agreement and benefits provided by statute.

ARTICLE 22 - LEAVE SHARING PROGRAM

A leave sharing program is hereby established for the purpose of permitting City employees, at no additional cost to the City other than the administrative costs of administering the program, to donate sick leave or vacation leave to a fellow City employee who is suffering from, or has a relative or household member suffering from, a severe illness or injury causing him/her to be absent from work for an extended period of time. Shared leave shall be administered in accordance with the City of SeaTac Leave Sharing Policy 1.10.

ARTICLE 23 - REGULAR PART-TIME EMPLOYEE BENEFITS

The employee benefits for regular part-time (RPT) employees covered by this agreement shall be as follows:

RPT employees (as defined in Article 1) shall have the option of having pro-rated premiums paid for their medical benefits based on the number of hours worked in the preceding month. The City shall pay 100% of the dental and vision premiums consistent with Article 16.

Employees assigned to a part-time schedule before January 1, 2017, shall be permitted to make the one-time choice to begin receiving paid sick, vacation, bereavement, and holiday leave benefits, or to continue receiving a 10% premium in lieu of paid leave benefits. This election must be made within 30 calendar days following ratification of this Agreement. Benefits for these grandfathered employees shall be as follows:

1. All grandfathered RPT employees shall receive ten percent (10%) of base pay in lieu of all leave benefits.
2. Grandfathered RPT employees shall have the option of having pro-rated premiums paid for their medical benefits, based on the number of hours worked in the preceding month.

The City shall pay the full cost of dental and vision insurance premiums for these employees.

3. Grandfathered RPT employees shall be eligible for unpaid leave to be approved based on the criteria for sick leave or vacation leave, whichever may be most appropriate.
4. Because grandfathered RPT employees are not eligible to accrue or use paid leaves, the following exceptions are provided only for employees who change their employment status from regular full time to regular part-time:
 - a. The employees shall keep all leaves (vacation, holiday, compensatory time, sick leave, etc.) previously accrued during their regular full time status in the respective leave banks. While the employees are regular part-time, the employees cannot accrue new leaves.
 - b. The employees can use the previously accrued leave in their leave bank(s) according to the applicable specific leave policies/procedures (i.e. request and use of sick leave for sick leave eligible purposes, etc.) for absences during hours the employee is normally scheduled to work during their RPT work schedule. When previously accrued leaves are used, the employees shall be paid at their base hourly rate, not to include the ten percent (10%) of base pay in lieu of all leave benefits in paragraph 1 above.

ARTICLE 24 - VACANCIES

- 24.01** When a vacancy is created within the bargaining unit, other than a temporary/seasonal vacancy, the employer may, if it so chooses, fill such vacancy by transfer, voluntary demotion and/or a promotion prior to engaging in a recruitment process. The following procedures will apply in filling regular full time or regular part-time bargaining unit vacancies through recruitment:
1. The employer will post vacancies in-house for a period of five (5) working days. If the employer elects to use this recruitment to potentially fill future vacancies for the same classification within the City, the posting shall clearly indicate such intent. All bargaining unit members who are interested in that job classification are encouraged to apply.
 2. For the purposes of this section, regular City employees as well as temporary and seasonal employees shall be eligible to apply for in-house job openings covered by the AFSCME bargaining unit. Temporary and seasonal employees must be currently working and have had a minimum of three (3) months of work experience with the City to be eligible for an in-house opening.
 3. The employer may require in-house candidates to update their standard City application or may require them to provide supplemental materials to help assess their job skills. Selection procedures shall be job related.
 4. Upon closing of the in-house posting, the employer shall review the application information submitted by all candidates and determine if there are a sufficient number of in-house applicants who meet the minimum qualifications for the position.
 - a) If the employer determines there is a sufficient pool of qualified applicants, they will be given the opportunity to participate in an in-house selection process. At the conclusion of the in-house selection process, the hiring authority shall consider all candidates who passed each phase

of the selection process. The hiring authority shall then choose to hire one (1) of the in-house candidates or to recruit and test candidates who are not currently City employees.

- b) If the employer determines there is not a sufficient pool of applicants, it is the employer's option whether to recruit additional outside applicants. Those in-house candidates who meet the minimum qualifications will be given the opportunity to participate in the selection process.
5. The same test(s) will be given to all applicants for the same vacancy.
6. The employee shall have the right to review his/her examination results.
7. After a recruitment and selection process has been completed, all candidates who are eligible for hire shall be placed on a non-ranked list of qualified candidates for that job classification. If the employer decides to fill a vacancy for the same job classification within the next twelve (12) months, the employer may go directly to the eligibility list to interview and select a qualified candidate (qualification to be determined by the City) to fill the vacancy, or to start the recruitment process from the beginning as described above.

24.02 Upon promotion to a position at a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range.

ARTICLE 25 - PROMOTION and TRIAL SERVICE PERIOD

25.01 New Employee Probation

New full-time regular employees shall serve a probationary period during their first six (6) months of employment which may be extended up to three (3) months based on mutual agreement of the parties. During this time, any terminations are not grievable through the grievance procedure. Part-time regular employees shall serve a probation period of one-thousand forty (1,040) hours compensated.

25.02 Trial Service Period

Existing full-time regular City employees who have passed probation and who move to a new classification (e.g., promotion, voluntary demotion) shall serve a six (6) month trial service period in the new classification. Part-time regular employees shall serve a trial service period of one-thousand forty (1,040) hours compensated. The trial service period may be extended up to three (3) months based on mutual agreement of the parties. In the event a promoted employee fails to pass the trial service period, the employee shall be eligible to return to his/her previous position. If the employee voluntarily chooses to revert to his/her previous position within the promotional probation, the employee may do so if the position is vacant. If the position no longer exists, the individual will then be appointed to the next available vacant position in the classification from which he/she was previously promoted and passed probation, or any other position in the bargaining unit for which the employee is qualified; in the case of the latter, a separate six (6) month trial service period will be required.

ARTICLE 26 - JOB AUDITS

- 26.01** During the term of this Agreement, employees who believe their jobs are not properly classified may request a job audit from the Human Resources Department pursuant to procedures detailed in the Citywide Job Audits Policy.
- 26.02** Upon reclassification in accordance with Section 26.01, to a classification with a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range. If the employee is not placed at the top of the new salary range, the employee will be eligible to receive a step increase, based on satisfactory performance, twelve (12) months after the reclassification effective date and annually thereafter, based on satisfactory performance, until the top step of the new salary range is reached. The effective date (day/month) of the reclassification will be the due date for performance evaluations thereafter.

ARTICLE 27 - CLASSIFICATION PROGRESSION

- 27.01** The parties have agreed that in certain job classification series in the City, it would be mutually beneficial to the parties to have pre-determined eligibility for progression from the first classification to the second classification within the stated series:
1. Plans Examiner/Inspector 1 to Plans Examiner/Inspector 2;
 2. Engineering Technician to Senior Engineering Technician;
 3. Civil Engineer 1 to Civil Engineer 2;
 4. Permit Coordinator to Senior Permit Coordinator; and
 5. Public Works Inspector to Senior Public Works Inspector.
- 27.02** Eligibility to progress from the first to the second classification in the series above (i.e. Engineering Technician to Senior Engineering Technician, Civil Engineer 1 to Civil Engineer 2, etc.) is based on the employee achieving a set of qualifications as defined in the job description of the classification series, i.e. certification in the area, successful years of service, oversight of significant project(s), etc.
- 27.03** The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the progression based on his/her assessment of whether the employee has met all the qualifications of the higher classification within thirty (30) days of the Director's receipt of the classification progression request, and shall forward it to the Human Resources (H.R.) Department. If the Department Director approves the classification progression, it will be forwarded to the City Manager, via the H.R. Director, for the City Manager's final authorization to implement the classification progression, and the effective date of the classification progression shall be retroactive to the date of the H.R. Department's receipt of the classification progression.
- 27.04** Once an employee has met the defined qualifications of the higher level classification as outlined above, the employee shall progress (be reclassified) to that higher classification

with the following understanding:

1. The employee shall not be placed on a promotion probationary period as a result of the progression;
2. Effective on the date of the employee's progression to the higher level classification, the employee shall be placed in the higher classification's salary range at a step which is at least five percent (5%) above his/her current base salary. The new salary step shall neither be less than the beginning step nor more than the top step of the new salary range.
3. The employee will be eligible to receive a step increase, based on satisfactory performance, twelve (12) months after their progression date and annually thereafter until they reach the top step of the new salary range.
4. The day/month of the classification progression effective date will become the employee's new step increase eligibility date, if applicable, and new due date for future performance evaluations.

ARTICLE 28 - REDUCTION IN FORCE

The language of this Article has been clarified and the interpretation of which has been agreed to between the parties in a Letter of Understanding signed between the parties in November 2010, which is now incorporated into this Agreement as "Attachment B" by this reference. However, Appendices A and B as referenced in the Letter of Understanding shall be replaced by Attachment C of this Agreement, and all references to Article 27 – Reduction in Force, shall be changed to Article 28 – Reduction in Force.

28.01 Authorization of Reduction.

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.
2. Any employee who receives an involuntary reduction in their working hours due to 28.01 (1) above shall be considered a RIF'ed employee.

28.02 Order of Layoffs.

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification. An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

28.03 Order of Bumping.

If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment C, and the employee is qualified to perform the duties of the lower classification, the employee may bump the least senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For

the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.

28.04 Displacement Rights.

28.04.01 In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIF'ed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.

28.04.02 Displacement into the Municipal Court.

In accordance with General Rule 29 (GR29), the Court maintains full control over the hiring, discipline and termination of Court employees. Non-Court employees are not eligible to displace any Court employees regardless of whether the employee has earned seniority within a Court position classification in previous years of service with the City.

28.05 Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.

Employees eligible for recall shall receive thirty (30) day notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

28.06 Salary Placement.

Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

ARTICLE 29 - HEALTH AND SAFETY

29.01 All work shall be done in a safe, competent, professional manner, and in accord with State, federal and City safety codes and with policies, ordinances and rules relating to safety in the workplace.

29.02 It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment; where proper safety equipment and/or safety training has not been provided; and/or when the facilities and services are not being maintained in a reasonably sanitary and/or safe condition.

29.03 All Employees shall immediately report all unsafe equipment and/or conditions or safety in the workplace concerns to his/her supervisor upon becoming aware of those conditions.

Failure to do so may result in disciplinary action.

- 29.04** The Employer will furnish all employees personal protective equipment necessary to perform their assigned jobs or duties in accordance with the Safety Standards of the State of Washington. All employees will be required to wear said equipment when performing assigned work. Failure to do so may result in disciplinary action.
- 29.05** Employees required to wear steel-toed protective boots shall be provided purchase credit vouchers or reimbursement for such boots. This credit/reimbursement shall be two hundred dollars (\$200.00) every two (2) years; however, when an employee is able to demonstrate the need for repair or purchase due to damage or wear, the City will provide reimbursement up to two hundred dollars (\$200.00) per year. The \$200 reimbursement will be increased to \$225 for the two-year period covering 2018-19.
- 29.06** After the employees have passed their probationary period, regular full time employees in the Maintenance Operations Worker or Lead, Parks Operations Worker or Lead, Public Works Inspector and Senior Public Works Inspector, Building Inspector/Plans Examiner 1 or 2, Facilities Maintenance Worker 1 or 2, or Custodian classifications are provided one hundred twenty-five dollars (\$125.00) per calendar year for the purchase of work jeans. The employees shall be responsible to pay any income tax required as a result of this benefit. The employees shall purchase the work jeans and provide an itemized receipt to the City to receive reimbursement for such jeans. Work jeans for which the employee has received reimbursement for all or part of the cost may only be used by the employee for work purposes. Other uniform or clothing allowance/reimbursement may be provided at the discretion of the Department Director as the budget in that department may allow.

ARTICLE 30 - DRUG & ALCOHOL FREE WORKPLACE POLICY

The City and Union agree that the consumption, possession or sale of alcohol and/or the use, possession or sale of controlled substances or drug paraphernalia shall not be permitted at the employers' work sites or while an employee is on duty, nor shall employees be permitted to be under the influence of alcohol or controlled substances while on the job. Members of the bargaining unit shall be subject to the provisions of the City of SeaTac Drug and Alcohol Free Workplace policy #PP-5.02, in order to protect the safety of employees and the public. Discipline or discharge of employees for violation of this Policy shall be consistent with the "just cause" provisions of Article 08.

ARTICLE 31 – TRAVEL TIME & MILEAGE REIMBURSEMENT

Employees required to perform work away from their normal assigned work site shall travel to and from the work site on the City's time in a City provided vehicle. If no City vehicle is available or if an employee receives authorization to operate their own motor vehicle, the employee will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows without supporting records for the calendar year the expense was incurred. When operating their own motor vehicle, employee travel time will be paid in accordance with state and Federal wage and hour laws. For example, commute time to/from home will not be paid but travel between work sites during regular

business hours will be paid. All mileage reimbursements must be requested by the employee. Requests for reimbursement shall be accumulated until either (1) the total amount to be reimbursed is at least twenty-five dollars (\$25.00), or (2) the reimbursements have been accumulated for a period of three (3) months.

ARTICLE 32 - VOLUNTARY SEPARATIONS

Employees who wish to voluntarily resign employment with the City should provide written notice to their supervisor and provide at least two weeks' notice. If an employee wishes to rescind their verbal or written notice of resignation after it has been received and accepted by the City, they must submit their request and explanation in writing to the City Manager, or Presiding Judge, for consideration. Any allowance to rescind a resignation will be made at the sole discretion of the City Manager, or Presiding Judge.

Employees who fail to report to work for five (5) consecutive business days without notifying their supervisor of the absence will be considered as having voluntarily resigned their position as a result of job abandonment. If the employee is unable to contact their supervisor directly, they should ask a friend or family member to contact their supervisor on their behalf. If the employee is unable to contact their supervisor due to extreme circumstances (such as a medical emergency or natural disaster) the employee must make contact with their supervisor as soon as practical to explain the circumstances. In these extreme circumstances, the City will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

ARTICLE 33 - SAVINGS CLAUSE

If any Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall on request of either party enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory resolution of such Article.

ARTICLE 34 - ENTIRE AGREEMENT

The agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

ARTICLE 35 - DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from January 1, 2020 and shall continue through December 31, 2023.

IN WITNESS WHEREOF the parties hereto signed and executed the above and foregoing

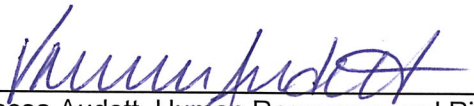
ARTICLE 35 - DURATION OF AGREEMENT


THIS AGREEMENT shall be in full force and effect from January 1, 2020 and shall continue through December 31, 2023.

IN WITNESS WHEREOF the parties hereto signed and executed the above and foregoing Agreement this 12^m day of November, 2019.


CITY OF SEATAC

**WASHINGTON STATE COUNCIL OF
COUNTY & CITY EMPLOYEES,
LOCAL 3830**

By: 
Vanessa Audett, Human Resources and Risk
Management Director

By: 
Sandi Hutchison, President, AFSCME Local
3830

By: 
Carl Cole, City Manager

By: 
Michael Rainey, Staff Representative
AFSCME Council 2

By: 
Erin Sitterley, Mayor

Attest:


Kristina Gregg, City Clerk

Attachment A

CLASSIFICATION	CLASS	FLSA	LAST SURVEY	NEXT SURVEY
ACCOUNTING ANALYST	REP	EXEMPT	2017	2020
ACCOUNTING TECHNICIAN	REP	NON-EXEMPT	2019	2022
ADMIN ASST 1: RECEPTIONIST	REP	NON-EXEMPT	2017	2020
ADMIN ASST 2: CODE COMPLIANCE	REP	NON-EXEMPT	2019	2022
ADMIN ASST 2: GRAPHIC DESIGN SPECIALIST	REP	NON-EXEMPT	2019	2022
ADMIN ASST 2: OPERATIONS TECHNICIAN	REP	NON-EXEMPT	2019	2022
ADMIN ASST 3: CED	REP	NON-EXEMPT	2019	2022
ADMIN ASST 3: PCPS	REP	NON-EXEMPT	2019	2022
ADMIN ASST 3: PUBLIC WORKS	REP	NON-EXEMPT	2019	2022
ASSET MANAGEMENT COORDINATOR	REP	NON-EXEMPT	2017	2020
ASSISTANT PLANNER	REP	NON-EXEMPT	2017	2020
ASSOCIATE PLANNER	REP	NON-EXEMPT	2019	2022
CIVIL ENGINEER 1	REP	NON-EXEMPT	2019	2022
CIVIL ENGINEER 2	REP	NON-EXEMPT	2019	2022
CODE COMPLIANCE PROGRAM COORDINATOR	REP	NON-EXEMPT	2017	2020
CUSTODIAN	REP	NON-EXEMPT	2019	2022
GIS ANALYST	REP	NON-EXEMPT	2017	2020
GIS PROJECT COORDINATOR	REP	NON-EXEMPT	2017	2020
GIS SYSTEMS ANALYST	REP	NON-EXEMPT	2017	2020
HUMAN SERVICES COORDINATOR	REP	NON-EXEMPT	2018	2020
INFORMATION SYSTEMS ANALYST	REP	NON-EXEMPT	2018	2020
INFORMATION SYSTEMS TECHNICIAN	REP	NON-EXEMPT	2019	2022
JUDICIAL SUPPORT SPECIALIST	REP	NON-EXEMPT	2019	2022
LEAD JUDICIAL SUPPORT SPECIALIST	REP	NON-EXEMPT	2017	2020
MAINTENANCE OPERATIONS LEAD	REP	NON-EXEMPT	2019	2022
MAINTENANCE OPERATIONS WORKER	REP	NON-EXEMPT	2019	2022
MAINTENANCE WORKER 1 (FACILITIES)	REP	NON-EXEMPT	2017	2020
MAINTENANCE WORKER 2 (FACILITIES)	REP	NON-EXEMPT	2017	2020
PARK OPERATIONS LEAD	REP	NON-EXEMPT	2019	2022
PARK OPERATIONS WORKER	REP	NON-EXEMPT	2019	2022
PARKING COMPLIANCE OFFICER	REP	NON-EXEMPT	2018	2020
PAYROLL COORDINATOR	REP	NON-EXEMPT	2019	2022
PERMIT COORDINATOR	REP	NON-EXEMPT	2019	2022
PLANS EXAMINER / BUILDING INSPECTOR 2	REP	NON-EXEMPT	2019	2022
POLICE SERVICES SPECIALIST	REP	NON-EXEMPT	2019	2022
PRESCHOOL INSTRUCTOR	REP	NON-EXEMPT	2017	2020
PROBATION COUNSELOR	REP	NON-EXEMPT	2019	2022
PUBLIC WORKS ENGINEERING TECHNICIAN	REP	NON-EXEMPT	2019	2022
PUBLIC WORKS INSPECTOR	REP	NON-EXEMPT	2017	2020
PUBLIC WORKS PROGRAM COORDINATOR	REP	NON-EXEMPT	2017	2020
REAL PROPERTY MANAGEMENT SPECIALIST	REP	EXEMPT	2017	2020
RECORDS COORDINATOR	REP	NON-EXEMPT	2017	2020
RECREATION ATTENDANT	REP	NON-EXEMPT	2017	2020
RECREATION PROGRAM SPECIALIST	REP	NON-EXEMPT	2019	2022
SENIOR PERMIT COORDINATOR	REP	NON-EXEMPT	2019	2022
SENIOR PLANNER	REP	NON-EXEMPT	2019	2022
SENIOR PUBLIC WORKS INSPECTOR	REP	NON-EXEMPT	2017	2020
VICTIM & CRISIS INTERVENTION ADVOCATE	REP	NON-EXEMPT	2017	2020
WATER QUALITY TECHNICIAN	REP	NON-EXEMPT	2017	2020

Attachment B



LETTER OF UNDERSTANDING Reduction in Force – Clarification and Interpretation

The City of **SeaTac** (“City”) and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees (**AFSCME**), AFL-CIO, Local 3830 (“Union”), hereby affirm their mutual agreement regarding the clarification and interpretation of current collective bargaining agreement language as it applies to Article 28 – REDUCTION IN FORCE.

WHEREAS, the current contract contains language in Article 28 – REDUCTION IN FORCE.

WHEREAS, the contract language has never been applied to any actual layoffs, because the City of SeaTac has never conducted layoffs of any bargaining unit employees in the past.

THEREFORE, the parties have met, discussed this matter, and decided on the following clarifications and interpretations of the language. The regular font text below represents current contract language. The italicized font text is the intended clarifications according to the parties’ agreed upon interpretation of the intent of the existing labor agreement:

28.01 Authorization of Reduction.

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.

Clarification: *It shall be the City’s right and responsibility to determine whether layoffs or reductions in force (RIF) are necessary. In doing so, the City shall specify the position(s) to be vacated or to reduce in budgeted hours worked. The position(s) shall be identified by classification within a department/division/work group. The identified position(s) shall be vacated or reduced in hours as determined by the City. The employee(s) affected by the reduction in force shall be selected in accordance with Section 27.02 Order of Layoffs.*

2. Any employee who receives an involuntary reduction in their working hours due to *Section 28.01 (1) above* shall be considered a RIF’ed employee.

28.02 Order of Layoffs.

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification.

Clarification: *If the position selected for reduction in force is a classification with only one (1) position, which is occupied by one (1) employee, that employee shall be laid off or reduced. If the position selected for reduction is in a classification consisting of more than one (1) position occupied by more than one (1) employee, and not all of the positions in the classification will be vacated, the order of layoff or reduction of employees within that classification shall be on the basis of seniority in that classification. The position identified by the City to be vacated or reduced shall be vacated or reduced. If the employee in the identified position is not the least senior employee in that classification within the bargaining unit, the employee shall bump the least senior employee in that classification. The least senior employee in that classification will vacate his/her position and shall be laid off or move to the reduced position vacated by the more senior employee who bumped him/her.*

Attachment B

Seniority with the City shall be defined as all continuous regular service with the City of SeaTac less any adjustments due to approved leaves of absence without pay of one calendar month or more. The adjustment of seniority due to leaves of absence without pay shall commence for all leaves of absence without pay of one calendar month or more occurring on/after November 1, 2010. All seniority is earned at the same rate for regular full time and regular part-time employees in the City.

Within the employee's seniority with the City, seniority in the classification shall be defined as regular service within that classification and regular service within any higher classification represented by the bargaining unit within the classification series as defined in Attachment C of the labor agreement less any adjustments due to layoffs or approved leaves of absence without pay of a calendar month or more, with such seniority adjustment(s) being made for leaves of absence without pay occurring on/after November 1, 2010. Although seniority can accumulate from a higher compensated classification within the classification series to a lower compensated classification within the same series, seniority cannot accumulate from a lower compensated classification to a higher compensated classification, nor can seniority from one classification be accumulated to another classification outside of the classification series. An employee in an acting capacity shall continue to accrue seniority in his/her regular position's classification and not in the acting position's classification. For job share employees, both primary and secondary employees' seniority for the purpose of layoff and bumping shall be determined using only the more senior partner's seniority. This is because a job share is essentially one (1) position, not two (2) halves; therefore, layoff and bumping into the position shall be treated as one (1) whole position. For example, if the primary employee has five (5) years of seniority in the classification and the secondary employee has one (1) year of seniority in the classification, the job share partnership's seniority is five (5) years. Recall rights shall be based on each job share partner's individual seniority.

If more than one (1) employee has the same amount of seniority in the classification, the tie breaker shall be the employee's continuous service with the City as a regular full time or regular part-time employee.

For the purposes of this Letter of Understanding, "Attachment C of the labor agreement" has been revised to reflect current classifications within the City and is hereby incorporated to this Agreement by this reference. In addition, the City and Union have discussed and agreed on the seniority history for job classifications that have been deleted from the CBA or have become obsolete over time. The parties' agreement regarding ~~to~~ how these former job classifications relate to current job classifications for the purpose of determining a Union member's total "seniority in the classification" is incorporated to this Agreement by this reference as Attachment C.

In the case of layoff, bumping and recall, there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, the employee shall acquire seniority credit retroactive to their date of appointment in the position classification less any adjustments due to layoffs or approved leaves of absence without pay of a calendar month or more. For employees who have passed their new hire probationary period, but have not passed their probationary period in the current classification, the employee's time served of less than six (6) months in their current position shall not count in the current classification. However, if the employee was promoted into the current classification from a lower classification within the same classification series, the probationary months served in the current classification shall count towards the employee's previous lower classification within the classification series, and it shall count towards seniority as a regular employee with the City.

An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

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Clarification: *“Notice of Potential Layoff” shall be considered as notice of layoff for the purpose of meeting the notice period in the above paragraph.*

28.03 If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment C, and the employee is qualified to perform the duties of the lower classification, the employee may bump the **least** senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.

Clarification: *An employee selected for layoffs/reduction, or an employee who is bumped out of their position by a more senior employee who would have been laid off/reduced, can bump the least senior employee in the next lower classification within the classification series if the more senior employee is qualified to perform the duties of the lower classification. Seniority, for the purpose of bumping, shall be the employee’s seniority in the classification as clarified in Section 28.02. If the employee affected by layoff has more seniority (from the higher classification within the series or from the higher classification combined with this classification’s previous seniority) than the least senior employee in the next lower classification in the classification series, the employee has the right to bump the least senior (and only the least senior) employee, regardless of the least senior employee’s regular full time/part-time status. If due to the employee’s bumping into the least senior position in the eligible classification, the employee’s hours of work are involuntarily reduced, the employee shall again be considered a “RIF’ed” employee per Section 28.01 (2), and shall be eligible for secondary bumping rights within the classification the employee bumped into.*

If the employee affected by layoff has less seniority (from the higher classification within the series or from the higher classification combined with this classification’s previous seniority) than all of the employees in the next lower classification in the classification series, the employee cannot bump any employee in this next lower classification, in which case the next lower classification will be evaluated until the employee is determined to be ineligible to bump into any equal or lower position within the entire classification series.

Employees affected by layoffs who are eligible to bump shall be notified of their bumping option by the City. Employees shall have three (3) working days (a working day is defined as Monday through Friday, excluding City observed holidays and furlough closure days) from receipt of “Layoff Notice” or “Notice of Potential Layoff” to select their bumping option, if they have any. Employees having bumping rights due to a more senior employee’s choice not to “bump” shall have three (3) days from written notification of these bumping option(s) to make their selection.

An employee who is bumping into a classification with the same salary range shall be placed in the same salary step he/she is currently in and shall be given credit for time served in that step. An employee who is bumping into a classification with a different salary range shall be placed in the new salary range at a step closest to but not lower than his/her current salary; however, at no time will the employee be placed at a salary step/rate which exceeds the maximum of the new salary range.

28.04 In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIF’ed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.

Clarification: *If an employee affected by layoffs has seniority in another job classification outside of the classification series from which the employee is being RIF’ed, the employee may displace*

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the less senior employee in that previous job classification within that previous division (a division is defined as reporting to the lowest level non-bargaining unit supervisory position). This is because probationary period is served per position classification within each division. Seniority in classification as clarified in Section 28.02 shall be used in determining seniority for displacing another employee within a previously held classification within a previous division.

In order to displace a currently less senior employee in a previously held job classification, the employee must have successfully passed his/her probationary period in the previous job, meets the current minimum requirements for the job as a new hire would be required to meet, and is qualified and able to perform the duties of the job. The employee will be required to obtain any licenses, certifications, training or other requirements within the timelines specified by the job description that a new hire would be required to obtain. If the employee fails to obtain the requirements of the job description within the timeline specified, the employee may be subject to disciplinary action up to and including termination of employment.

*Unlike bumping rights within Section 28.03, which may apply to any position in the City within the eligible classification in which the employee has earned "seniority in the classification" per Section 28.02, **displacement rights** shall only apply to positions within the classification in the division in which the RIF'ed employee previously passed probation and earned seniority within that classification or a higher classification within the classification series in that division. For example, an employee who is being laid off from an Accounting Technician position, who had previously passed probation and earned seniority as an Administrative Assistant 2 (AA2) in the Parks Maintenance Division can only displace the current AA2 who has less seniority in Parks Maintenance if the more senior employee had earned more seniority as an Administrative Assistant 3 or 2 within the Parks Maintenance Division prior to moving to the Accounting Technician position. This RIF'ed employee is not eligible to displace any other Administrative Assistants (1, 2 or 3) within the City outside of the Parks Maintenance Division regardless of his/her seniority within the Administrative Assistant series.*

If the more senior employee is eligible to displace more than one (1) employee with less seniority in a previously held job classification within a qualifying division, the more senior employee shall displace the least senior employee within the previous classification in the qualifying division. If the least senior employee's position results in an involuntary reduction in hours for the displacing employee, the displacing employee may exercise his/her bumping rights within the eligible classification within the qualifying division but may not displace any employees outside of the qualifying division. The less senior employee who is bumped/displaced by the more senior employee who exercised his/her displacement rights within the qualifying division shall then have bumping rights according to Section 28.03 and displacement rights according to Section 28.04 of this Agreement.

Employees outside the bargaining unit at the time of the reduction in force cannot displace/bump any bargaining unit employee. Employees within the bargaining unit at the time of the reduction in force cannot include any seniority earned in non-bargaining unit positions for layoff, bumping or recall purposes.

The order of bumping/displacement for an employee who is eligible for multiple bumping/displacement options shall follow the order below:

- 1. Employee shall bump into the least senior employee's position within the same classification (per Section 28.02); then*
- 2. Employee shall bump into the least senior employee's position in the next lower classification within the classification series in the order of highest to lowest eligible classification (per Section 28.03); then*
- 3. Employee shall displace a less senior employee in a previously held position (per Section 28.04); then*
- 4. If the employee is eligible to displace multiple previously held positions as defined above, the order of eligibility to displace currently less senior employees shall follow the employee's line of progression. Line of progression is the inverse chronological order in*

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which the employee held the previous eligible positions.

28.05 Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.

Employees eligible for recall shall receive thirty (30) days notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

Clarification: *Within the two (2) year recall period prior to opening the position vacancy for competitive recruitment in-house or outside the City, the City shall recall employees to job classifications in which the employees are eligible according to the "seniority in the classification" definition clarified in Section 28.02. Only regular City employees as well as temporary and seasonal employees (temporaries/seasonals who are currently working and have had a minimum of 3 months of work experience with the City) are eligible to apply for in-house openings per Section 24.01 (2)(a) of the CBA. Therefore, laid off employees are not eligible to apply for in-house openings.*

"Inverse order of their layoff" shall mean the inverse chronological order in which the employee was laid off from the City, with the most recently laid off employees eligible for recall to that job classification being recalled first. If multiple employees were laid off on the same date, and who have earned seniority in the same job classification, the person with the most seniority in the classification (as clarified in Section 28.02) shall be recalled first.

28.06 Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

This Letter of Understanding shall be effective immediately upon signing by the parties.

Signed this _____ day of September, 2012.

FOR THE CITY:

FOR THE UNION:

Todd Cutts, City Manager

Bill Dennis, AFSCME Council 2 Staff Representative

Anh Hoang, Human Resources Director

Eric Proctor, AFSCME Local 3830 President

Approved as to Form:

Mary Mirante Bartolo, City Attorney

Attachment C
City of SeaTac
Classification Series and History
for
Determining the Order of Layoffs
Effective November 1, 2010

I. Cross Departmental Positions

Administrative Support:

- Administrative Assistant 3 (includes former Administrative Secretary)
- Administrative Assistant 2 (includes former Senior Secretary, Legal Assistant/Senior Secretary, and Administrative Assistant II-Code Enforcement)
- Administrative Assistant 1 (includes former Clerical Assistant – Receptionist, Entry Secretary, Receptionist, and General Clerical Entry)

Domestic Violence Advocate:

- Victim Advocate
- Community Advocate (P/T)

Engineering:

- Senior Engineering Technician
- Engineering Technician (includes former Engineering Technician II, Engineering Technician I, and Public Works Engineer Aide/Senior)

II. Department Specific Positions

Community and Economic Development (Permitting):

- Permit Technician 3/Coordinator (includes former Senior Office Technician in Building Division, and Senior Office Technician in Planning)
- Permit Technician 2
- Permit Technician 1 (includes former Permit Coordination Assistant in Building Division)

Community and Economic Development (Building):

- Plans Examiner / Inspector 2 (includes former Plans Examiner II-Electrical, and Plans Examiner II-Mechanical/Plumbing)
- Plans Examiner / Inspector 1 (includes former Electrical Inspector, Plans Examiner, and Combination Building Inspector)

Community and Economic Development (Planning):

- Senior Planner
- Associate Planner

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Fire

Fire Inspector/Plans Examiner 2
Fire Inspector/Plans Examiner 1

Parks & Recreation (Facilities):

Facilities Maintenance Worker 2 (includes former Park Operations Lead who performed Facilities work while Facilities was part of the Parks Department [Allen Van], and Maintenance Worker II-Parks/Buildings)
Facilities Maintenance Worker 1 (includes former Maintenance Worker 1 – Facilities)

Parks & Recreation (Maintenance):

Park Operations Lead
Park Operations Worker (includes former Maintenance Worker I-Parks)

Parks & Recreation (Recreation):

Recreation Program Specialist
Recreation Attendant (P/T)

Public Works (Engineering):

Civil Engineer 2
Civil Engineer 1

Senior Public Works Inspector
Public Works Inspector (includes former Public Works Inspector I, and Inspector I)

Public Works (Maintenance):

Maintenance Worker 2
Maintenance Worker 1

Not in Series:

Accounting Technician (includes former Entry Level Accountant, Accounting Clerk-Senior, and Accounting Clerk-Entry)
Code Enforcement Officer
Custodian (includes former Custodial Worker 1)
Deputy City Clerk
GIS Analyst (includes former GIS Technician)
Information Systems Technician
Judicial Support Specialist (includes former Office Technician, Senior Office Technician in Court, Lead Court Clerk, and Court Clerk)
Payroll Coordinator (includes former Senior Office Technician in Finance/Payroll, Budget Technician, and Budget/Finance Analyst)
Police Services Specialist
Preschool Instructor

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Resource Conservation/Neighborhood Programs Coordinator (includes former
Neighborhood Coordinator)
Water Quality Technician