

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF YELM

and

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, COUNCIL 2, AFSCME**

(Office, Clerical, General Government)

January 1, 2025 through December 31, 2027

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COLLECTIVE BARGAINING AGREEMENT

BY and BETWEEN
CITY OF YELM
and
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
COUNCIL 2, AFSCME

PREAMBLE

This Agreement is entered into by and between the City of Yelm (the "City" or the "Employer") and Local 618-Y of the Washington State Council of County and City Employees, Council 2, AFSCME (the "Union"). This Agreement governs wages, hours, and working conditions for all full-time and regular part-time employees of the City of Yelm, excluding supervisors, confidential employees, uniformed employees, employees in the Public Works Department, the City Administrator, the Human Resources Manager, Human Resources Specialist, and all other employees, as certified by the Public Employment Relations Commission ("PERC") in Case 127560-E-15, Decision 12458-A (PECB, 2016). The parties executing this Agreement on behalf of the City and the Union are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations they represent.

Unless otherwise noted below, the "City" or the "Employer" act through the Mayor, the City Administrator, or their respective designees.

ARTICLE 1- NONDISCRIMINATION

Section 1. Non-Discrimination. The Employer and the Union shall not discriminate against any employee on the basis of age; sex; sexual orientation; national origin; military status; status as an honorably discharged veteran, disabled veteran or Vietnam era veteran; race; color; creed; religion; sensory, mental or physical disability; gender expression or identity; marital status; genetic information; or union membership and any other protected class under State or Federal law. Bona fide occupational qualifications based on the above traits do not violate this section.

Section 2. Actions for Violations of this Article. Employees may challenge practices or actions that they allege violate the provisions of this Article through the Employer's Non-Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article will not be the subject of grievances under Article 15 of this Agreement.

ARTICLE 2 - UNION MEMBERSHIP AND ORIENTATION

Section 1. Union Membership. Employees hired into the bargaining unit have a voluntary right to join the Union. The Employer agrees to remain neutral regarding Union membership. Employees with questions about Union membership will be referred to a Union representative and provided with a copy of this Agreement.

Section 2. Deduction of Union Dues. The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to c2everett@council2.com within 10 days of the employee executing the document. The employer shall provide to the Union monthly a complete list of all bargaining unit members that include: Employees name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether and 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.

Section 3. P.E.O.P.L.E. Deduction. Upon written authorization of an employee, the City agrees to deduct a voluntary contribution to P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality). Authorization may be revoked by an employee upon written notice to the City and the Union. Deductions shall be transmitted once each month by the City to the P.E.O.P.L.E. program, including a list of contributing employees and the value of their deductions.

Section 4. Hold Harmless. The Union agrees to indemnify, defend, and hold the City harmless for any and all liabilities that arise or by reason of actions taken by the City pursuant to this Article.

ARTICLE 3 - EMPLOYER RIGHTS

Section 1. The Union recognizes the City has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the City has not specifically abridged, delegated, or modified by this Agreement are retained by the City. The specific rights of the City include, but are not limited to, the following:

1. The right to determine its mission, policies, and levels/types of service offered to the public;
2. To plan, direct, control, and determine the operations or services of the City;
3. To determine the methods, means, equipment, facilities, and number of personnel needed to carry out the City's business;

4. To hire, promote, transfer, assign, re-assign, and retain employees;
5. Suspend, demote, discharge, or take other disciplinary action against employees for just cause, in accordance with the discipline provisions of this Agreement;
6. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training for employees;
7. To layoff, furlough, or relieve employees from duty because of lack of work, budget constraints, or other legitimate business reasons;
8. To draft, publish, amend, and enforce workplace policies, rules, and regulations. Provided, however, that any such policies, rules, and regulations do not conflict with any express Articles or sections of this Agreement. Provided further, that the Union has the right to demand to bargain the impacts any newly adopted or amended rules or policies may have on mandatory subjects of bargaining.
9. To take any and all actions as may be necessary to carry out the City's mission in emergency situations and periods of civil unrest, as declared by the Mayor or City Administrator.

Section 2. Court Personnel Governed by GR 29(f). All terms and conditions of this Agreement apply to court personnel who are members of the bargaining unit. However, pursuant to the requirements of Washington's General Rule 29(f), the parties to this Agreement recognize the Presiding Judge of Yelm's Municipal Court is delegated exclusive authority over court personnel covered by this Agreement with respect to working conditions, hiring, discipline, and termination decisions, but excluding wages or benefits directly related to wages (collectively, "non-wage related working conditions"). The parties also recognize the judicial and administrative duties set forth in GR 29(f) rest exclusively with the Presiding Judge and cannot, by operation of law, be delegated to either the legislative or executive branches of the City's government. Any Article or section of this Agreement pertaining to non-wage related working conditions of court personnel shall be imputed to the Presiding Judge, regardless of whether this Agreement refers to the Employer, City, Mayor, or City Administrator.

ARTICLE 4 - UNION RIGHTS

Section 1. Union Business. Reasonable time off with pay shall be granted for Union business, such as handling grievances or other legitimate routine matters authorized by this Agreement, provided that such business does not interfere with the City's operations or daily business. Subject to reasonable notice, scheduled Union meetings may be held in the City's facilities. Subject to reasonable notice and agreement with the City Administrator or designee, employees shall receive time off with pay during normal working hours for purposes of handling grievances or other tasks related to contract administration, but not for other Union business or Union meetings.

10. **Section 2. Bulletin Board.** The City shall provide suitable space for a Union-furnished bulletin board on its premises, in a non-public area, frequented by employees covered by this Agreement. The Union shall limit its posting of notices and bulletins to such bulletin boards. Nothing posted, and retain employees;

on the bulletin board shall be personally derogatory toward the City, its elected officials, or other personnel.

Section 3. Paid Leave for Bargaining. Two (2) employees may be on regular paid status for any bargaining session, or portion thereof, occurring during the employees' scheduled hours of work. If an employee is not scheduled to work during bargaining, then the employee will not be paid.

Section 4. Union Representatives. The Union agrees to provide the City with an updated list of official Union representatives with fourteen (14) calendar days of any election or change.

Section 5. Employee Lists. Upon written request of the Union, the City will provide a list of employees filling positions (including promotions and reclassifications) within the bargaining unit, within fourteen (14) calendar days of receipt of the written request. The City will notify the Union of any changes to employee status (i.e. promotions, demotions, separations, layoffs, or reclassifications) within fourteen (14) calendar days following such change of status.

Section 6. Email and Telephone Communication Equipment. Union representatives and Union employees may make limited use of the City's computers, telephones, fax machines, photocopier, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the City's policies, may not interfere with the City's daily operations, and must have a de minimis cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the City's email and telecommunication equipment, and that any such communication or documents are subject to inspection and public disclosure without notice.

Section 7. Union New-Hire Orientation. The City will notify the Union of newly-hired bargaining unit employees within one (1) week of the hire date. The Union shall be afforded thirty (30) minutes during each newly-hired employee's regular working hours for purposes of presenting information about the bargaining unit and Union representation ("orientation"). During orientation, the Union agrees to furnish newly-hired employees with a copy of this Agreement. Should multiple employees be recently hired by the City, the Union shall have the option of conducting orientation on a one-on-one basis or as a group. Unless otherwise approved at the discretion of the City, one (1) employee acting in the capacity of a Union representative will be provided paid time to provide the orientation. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days. Attendance at orientation is not a mandatory condition of employment.

ARTICLE 5 - HOURS OF WORK/ OVERTIME

Section 1. FLSA Work Week. For all non-exempt employees, the designated work week shall consist of forty (40) hours within a consecutive seven (7) day period. The work week shall begin at 12:00 a.m. on Saturday and end at 11:59 p.m. on Friday, unless otherwise specified. The City reserves the right to assign alternative FLSA work periods to employees assigned alternative work schedules.

Section 2. Work Schedule. Unless otherwise agreed in writing, the regular work week for full-time employees shall consist of seven (7) days beginning immediately at 12:00 a.m. on Saturday and ending 11:59 p.m. on Friday. The standard work week shall work, Monday through Friday, provided that special programs or the needs of the City may necessitate work on Saturday or Sunday. For part-time employees, the work schedule will be specified by the Department Head. Employees may be assigned to different work schedules to meet job assignments and business needs (for example, non-sworn police personnel may be assigned to a work schedule matching sworn personnel). Absent an emergency or mutual agreement, employees will be provided with a minimum of five (5) business days' notice of a change to the work schedule. Employees may be allowed to work alternative work schedules, with authorization from their supervisors. The City has the discretion to approve or deny an alternative work schedule, provided authorization shall not be unreasonably withheld. By mutual agreement of the employee and the City, an employee may work a modified shift start and end time for a particular work day.

Full-Time Schedules. Employees will be assigned to one of the following schedules:

1. **5/8 Work Schedule.** Five (5) consecutive days, consisting of eight (8) consecutive hours, except for an unpaid meal period. The meal period shall not be extended by travel time or otherwise, and employees who exceed the allotted time may be subject to discipline.
2. **4/10 Work Schedule.** Four (4) consecutive days consisting of ten (10) consecutive hours, except for an unpaid meal period. The meal period shall not be extended by travel time or otherwise, and employees who exceed the allotted time may be subject to discipline.
3. **9/80 Work Schedule.** Consisting of eight (8) consecutive nine (9) hour days, followed by one (1) eight (8) hour day, followed by one (1) day off, totaling eighty (80) hours in two-week period. The day off is generally taken on a Monday or Friday based on the work week, but may be adjusted with mutual agreement by the employee and supervisor.
4. **Staggered Work Schedules.** The Employer has the authority to stagger an employee's work schedule of employees to ensure business needs are met and coverage is available across the entire work day. When staggering shifts, the City will attempt to reach a mutual agreement with affected employees.
5. **Alternative/Flex Work Schedule.** Alternative or flex work schedules may be assigned by the Department Head or designee in limited situations, including mutual agreement with affected employees, seasonal fluctuations, customer service needs, or special projects.

Section 3. Meal and Rest Periods.

- **Meal Period.** Employees are provided with a sixty (60) minute unpaid meal period per regular work shift. At the employee's choice and with prior supervisor approval, they may elect to take a 30-minute unpaid meal period and adjust their work schedules. The scheduling of meal periods may vary depending on departmental workload, but shall normally be scheduled no less than two (2) hours and no more than five (5) hours from the beginning of work shift. Exceptions may be made on a case-by-case basis at the discretion of the Department Head.
- **Rest Periods.** Employees are provided with two (2) fifteen (15) minute paid rest breaks per regular working shift, to be taken approximately midway in each half of the regular work shift. An employee required to work beyond ten (10) consecutive hours in any one

consist of forty (40) hours of (1) day shall be provided another fifteen (15) minute rest period after the ten (10) hour threshold. Rest periods shall be scheduled to avoid interfering with the City's operations

and service, provided employees are not required to work more than three (3) hours without a rest break. With approval from the City, rest periods may be added to the normal lunch period. A series of short "intermittent breaks," equal to a total of 15 minutes, are permissible if the nature of an employee's work allows for such intermittent breaks. An employee who is unable to take a break shall notify his/her immediate supervisor or Department Head as soon as possible.

Section 4. Overtime Pay. Non-exempt employees are paid overtime for all hours worked in excess of their regular workday (e.g. more than eight (8) hours for employees assigned to a 5/8 schedule, more than ten (10) hours for employees assigned to a 4/10 schedule, etc.), or forty (40) hours in a designated work week, or when employees are required to work outside of their regular schedules. Part-time employees are eligible for daily overtime only when they work in excess of eight (8) hours per day. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for each overtime hour worked. Holiday, sick leave, personal leave days, and vacation hours are not counted as hours worked for purposes of computing overtime. Employees may be required to work overtime. All non-emergency overtime must be authorized in advance by the City. Prior authorization may be given by a Department Head for recurring overtime assignments (e.g. staying past the end of the regularly-scheduled workday to complete a task when a supervisor is not available).

Section 5. Compensatory Time Off. Non-exempt employees may elect to receive compensatory time off instead of overtime pay. Approval of compensatory time off is made by the employee's Department Head and City Administrator. Employees always have the option of selecting overtime pay instead of compensatory time off. When the City and employee agree to compensatory time off, compensatory time shall accrue at the rate of one and one-half (1 ½) hours for each overtime hour worked. Employees may exchange accrued compensatory time off for cash in accordance with the terms of the City's policy on compensatory time off. There is no limit to the number of compensatory time off hours that may be earned in a year, however, any hours in excess of eighty (80) remaining as of November 15 of each year will be cashed out with the November end-of-month paycheck. Any compensatory time off accrued after November 15 will carry forward to the next year.

- **a. Scheduling Compensatory Time Off.** Employees must request to use compensatory time off in advance with the City. Employees who request compensatory time off shall be permitted to use such time within a reasonable period after making a request, provided use of compensatory time off does not unduly impact the City's operations.
- **b. Cash-Out at Separation.** Compensatory time off will be cashed out for employees who separate, voluntarily or involuntarily, from the City. All cash-outs will be paid at employees' current straight time rates.

Section 6. Call-Back. Employees are subject to call-back in emergencies or as needed by the City to provide service to the public. The City shall pay two (2) hours of overtime at one and one-half (1 ½) times the regular rate of pay to employees called back outside of regular working hours. All hours worked beyond two (2) shall be paid at the same overtime rate. Call-back pay

shall be paid on a portal-to-portal basis, beginning when an employee begins travel to the reporting location and ending when the employee returns home. Call-back pay does not apply to time worked immediately preceding or following an employee's regular work shift or when an employee is called-back to attend regularly-occurring events as part of their normal job duties (e.g. attendance at evening City Council meetings).

Section 7. Work Interruptions During Off-Duty Time. Off-duty employees contacted at home by a supervisor, who are able to perform work from home, are not provided call-back pay and instead are paid one (1) hour of pay at straight time rates for any work tasks requiring a response of five (5) minutes or more. Any additional calls within the same hour are considered already compensated.

Section 8. Inclement Weather and Emergencies. Employees are expected to make reasonable efforts to report to work during inclement weather or emergencies, assuming there is no undue risk to personal safety. All other terms governing pay and attendance during periods of inclement weather or emergencies are stated in the City's policy governing the Emergency Operations Center (EOC) and Closed City Facilities.

ARTICLE 6 - SENIORITY

Section 1. Definitions of Seniority:

- **a. Seniority within the Employer.** The length of continuous employment with the City. Seniority within the employer shall begin on the date of hire.
- **b. Seniority within a Classification.** The length of continuous employment within a particular job classification. Seniority within a classification shall begin on the date of transfer or promotion to a new classification.

Section 2. Part-Time Employees. Seniority for part-time employees shall be pro-rated by the actual hours worked each month.

Section 3. Probationary Periods:

- **a. Initial Hires.** Newly-hired or re-hired employees shall serve an initial probationary period of six (6) months before achieving regular status. During this period, employees serve "at will" and may be terminated with or without cause and without recourse to the grievance procedure. The City retains the right to extend the length of the initial probationary period on a case-by-case basis, for a period of up to ninety (90) days. Newly-hired employees shall not have seniority during the initial probationary period. Upon completion of the initial probationary period, the employee's date of hire shall become the seniority date.
- **b. Promoted Employees.** Employees who are transferred or promoted into a new classification shall serve a promotional probationary period of six (6) months. During this period, if the City determines an employee is not satisfactorily performing in the new classification, the employee shall be returned to his/her previously-held position. The City retains the right to extend the length of the promotional period on a case-by-case basis.

Section 4. Breaks in Seniority. Seniority shall be broken by resignation, discharge supported by just cause, retirement, layoff of more than eighteen (18) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff. A break in seniority results in a loss of seniority. In addition, seniority shall not accrue while on leave without pay in excess of ninety (90) days, unless the leave is protected by state or federal law.

ARTICLE 7 - LAYOFF AND RECALL

Section 1. In General. When necessitated by business or operational needs, budget constraints, lack of work, or other legitimate reasons, the City may initiate layoffs, furloughs, and the departments and classifications subject to layoff/furlough, subject to the provisions of this Article. No employees covered by this Agreement may be subject to layoff while another person in the same classification is serving in an initial probationary period or is a temporary employee.

Section 2. Notice and Procedure. The City shall notify the Union in as far in advance as reasonably possible of any pending layoff/furlough. Absent an emergency, the City shall give at least thirty (30) days' notice. During this time, the Union may request to bargain impacts and offer possible alternatives to layoffs/furloughs. Thereafter, if layoffs are necessary, they shall be determined on a per-department basis by order of seniority within a classification. In the event of a tie in seniority within a classification, then the seniority within the employer shall prevail. Employees identified for layoff may "bump" into another classification in the bargaining unit, provided their seniority is greater than the displaced employee, the employee is qualified to perform all the required job duties of the classification without retraining (excluding a reasonable orientation period), and the employee holds all the necessary credentials/licenses/certifications required of the classification. In the event an employee desires to "bump" into a classification in accordance with this section, they shall notify the City within three (3) business days after being notified of a layoff.

Section 3. Recall from Layoff. Laid off employees have the right to recall from layoff. For eighteen (18) months following a layoff, employees on the recall list shall be notified if a vacancy occurs in any position within the bargaining unit. Employees shall have first right of refusal or acceptance if their previous position is to be re-filled, otherwise recall shall be based on seniority within the City. The period of recalling laid off employees shall be limited to eighteen (18) months, beginning on the date of the layoff. The City retains the right to extend the eighteen (18) month period at its discretion. As a mandatory condition of recall, an employee must be qualified to hold the position. An employee recalled from layoff who is reinstated into the same position prior to layoff shall receive the same step in the pay range as held prior to layoff. It is the responsibility of each laid off employee to provide current contact information to the City. Failure of a laid off employee to report for reinstatement within seven (7) calendar days of notification by the City shall result in forfeiture of the right to recall.

Section 4. Payout of Accrued Benefits. An employee subject to layoff shall be entitled to receive 100% payout of all accrued vacation leave, compensatory time off, and holidays, excluding floating holidays and holidays that have not yet occurred at time of layoff. Employees will also receive 25% of accrued sick leave, up to a maximum of one (1) month's gross salary.

ARTICLE 8 - HOLIDAYS AND PERSONAL LEAVE DAYS

Section 1. Recognized Holidays. The following holidays are recognized by the City:

Holiday	Observed Date
New Year's Day	January 1
Dr. Martin Luther King Jr. Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Native American Heritage Day	4 th Friday of November
Christmas Day	December 25

Holidays begin at 12:00 a.m. and end at 11:59 p.m. on the designated date.

Part-time employees working a minimum of twenty (20) hours per week are paid for holiday hours on a pro-rated basis. Any holiday falling on a Saturday will be observed on the preceding Friday. Any holiday falling on a Sunday will be observed on the following Monday. Holidays occurring during employees' absence on paid vacation or paid sick leave shall not be considered part of the vacation or sick leave expended.

Section 2. Holiday Premium Pay and Holiday Leave Bank. Non-exempt employees working a holiday shall be paid for their hours worked at the holiday premium rate of one and one-half (1 ½) the regular rate of pay, in addition to their choice of either holiday pay for their regularly scheduled hours on each observed holiday, excluding personal leave days, or to keep the holiday hours in their accrued holiday leave bank, which may be taken off throughout the year. Any accrued holiday hours remaining as of November 15 each year will be paid with the November end-of-month paycheck. Any holiday hours accrued after November 15 will carry forward to the next year.

For employees assigned to an alternative work schedule (e.g. a 9/80 schedule), if an observed holiday falls on a regularly scheduled day off and the employee is not asked to work on the holiday, the employee shall keep the holiday hours accrued at the equivalent of their regularly scheduled hours, which may be taken off throughout the year, subject to the annual cash-out requirements provided in this Section.

Section 3. Personal Leave Days. New employees hired prior to May 1 will be entitled to two (2) personal leave days for that year. New employees hired on or after May 1 but before September 1 will be entitled to one (1) personal leave day for that year. New employees hired on or after September 1 do not earn any personal leave days for that year. Personal leave days shall be

scheduled by employees so long as they do not unduly impact the City's daily operations. Each personal leave day must be used on or before December 31 and may not be carried forward.

ARTICLE 9 - VACATIONS

Section 1. Vacation Leave. Full-time employees earn vacation leave as follows:

Full Months of Employment	Vacation Hours Earned Per Month
0-24	8
25-48	8.67
49-120	10
121-180	13.33
181-240	15
241 or more	16.67

Part-time employees working a minimum of twenty (20) hours per week earn vacation leave on a pro-rated basis. Vacation leave begins to accrue from the date of hire. Vacation leave may not be used in the month it is earned. Vacation leave may be used by an employee serving an initial probationary period as approved by their supervisor.

Section 2. Vacation Scheduling. Vacation leave requests must be submitted in advance to employees' respective Department Heads. Vacations will be scheduled without undue disruption of department operations. The City retains the right to approve or deny vacation requests. In the event of a conflict with scheduling, seniority shall be the primary factor in determining priority.

Section 3. Vacation Carry-Over. Employees may carry-over a maximum of 240 vacation hours from one year to the next, but may exceed 240 hours during the calendar year. Employees have a responsibility to schedule vacation leave far enough in advance to accommodate this carry-over maximum. Failure to do so results in the loss of additional accrued vacation time. In cases where the City's operations have made it impossible for an employee to use vacation leave, the City may grant additional carry-over.

Section 4. Vacation Cash-Out. Employees who separate from the City shall receive payment for all unused accrued vacation hours, at their current rate of pay.

ARTICLE 10 - SICK LEAVE

Section 1. Sick Leave Accrual. Full-time employees earn paid sick leave at the rate of eight (8) hours per month. Part-time employees working a minimum of twenty (20) hours per week earn paid sick leave on a pro-rated basis. Part-time employees working below twenty (20) hours per week, seasonal employees, and temporary employees included in the bargaining unit earn sick leave at the rate of one (1) hour of sick leave for every forty (40) hours actually worked, which excludes paid leave. Paid sick leave begins to accrue from the date of hire. Employees do not accrue paid sick leave while on an unpaid leave. Sick leave may not be taken in the month it is earned. Sick leave may be used by an employee serving an initial probationary period, however,

seasonal and temporary employees may not use accrued sick leave until the 90th calendar day of employment.

Section 2. Authorized Use of Sick Leave. Sick leave may be used in the following situations:

1. The employee's own mental or physical health condition, injury, or illness.
2. Care for a family member with a mental or physical health condition, injury, or illness; Care of a family member who needs a medical diagnosis, care, or treatment of a mental or physical health condition, injury, or illness; Care for a family member who needs preventative medical care. For purposes of this Article, "family member" means any of the following: child (including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status); parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); spouse; registered domestic partner; grandparent; grandchild; or sibling.
3. The need to care for a family member under the Family Care Act.
4. Actual periods of temporary disability and maternal/paternal care associated with pregnancy or childbirth in accordance with RCW 49.60. In association with the birth or adoption of a child, an employee may take an additional thirty (30) working days' time off beyond the actual period of disability; for this purpose vacation leave, compensatory time off, or sick leave may be used. An employee lacking sufficient combined accrued leave to take advantage of maternal/paternal leave benefits may request a maximum of fifteen (15) days of shared leave. To qualify, an employee must meet the requirements of the City's Shared Leave Ordinance.
5. The employee's medical, optical, or dental appointments, including preventative medical care.
6. The lawful use of a prescription or over-the-counter drugs which impairs the employee's job performance or safety.
7. Attendance at appointments as part of any Employee Assistance Program (EAP) offered by the City.
8. Exposure to a contagious disease where on-the-job attendance would jeopardize the health of others.
9. When the City, a school attended by the child of an employee, or a place of care attended by the child of an employee, is closed by order of a public official for any health-related reason.
10. When an employee is entitled to use sick leave for absences related to domestic violence under Washington's domestic violence leave act, RCW 49.76.
11. Any other situation where sick leave is required by applicable law or legal authority.
12. Full-time employees may use up to two (2) days of their accumulated sick leave days per year for personal reasons. Part-time employees will receive pro-rated hours (e.g. a part-time employee working 20 hours weekly may use up to eight (8) hours per year of accrued sick leave for personal reasons). Seasonal and temporary employees included in the

bargaining unit are ineligible to use accumulated sick leave for personal reasons. Employees using accrued sick leave under this section shall notify the City in advance prior to taking the leave.

Section 3. Sick Leave Procedure.

1. To use sick leave, an employee shall inform an immediate supervisor or Department Head as soon as possible under the circumstances and indicate the reason for the sick leave, as referenced in Section 2 of this Article. The employee must provide sufficient information for the Employer to determine if the leave is being used for a qualifying reason, as referenced in Section 2 of this Article.
2. For absences exceeding three (3) consecutive working days, the City may require the employee to provide sufficient information for verifying the leave was taken for an authorized purpose. When requested by the City, the verification must be provided within ten (10) calendar days following the first day upon which the employee first used sick leave. On a case-by-case basis, an employee is subject to excusal from providing verification if the employee can establish an "unreasonable burden or expense," as that term is defined by Washington law.
3. Employees who fail to provide proper notice as required by Section 3(1), fail to obtain verification when requested as required by Section 3(2), or who otherwise violate this section may be denied paid sick leave and/or may be subject to disciplinary action, unless otherwise prohibited by state or federal law.

Section 4. Sick Leave Donation. Employees may donate paid vacation, holiday, compensatory time off, and sick leave hours to other employees who (1) have been approved to receive shared leave, and (2) who have exhausted their own paid leave banks. Donations are entirely voluntary. Donating employees must retain a minimum of eighty (80) hours of accrued paid leave. Leave amounts are deducted equally from all donors in incremental amounts as needed to balance the monthly requirements of the receiver. Donated hours will be converted on a dollar-for-dollar basis based on the salary of each employee. Employees shall comply with the terms and conditions in the City's Ordinance governing paid leave donation.

Section 5. Insurance Coverage During Family Medical leave. During Family Medical Leave provided by state or federal law (whether paid or unpaid), the City will maintain an employee's medical, dental, and life insurance coverage. The employee is expected to continue to pay any cost-sharing contributions owed for coverage. An employee granted unpaid leave who has exhausted all available Family Medical leave may elect to continue insurance coverage at his/her sole expense.

Section 6. Sick Leave Cash-Out. Upon separation of employment, employees will be paid for 25% of accrued sick leave, up to a maximum of one (1) month's gross salary, with cashed-out sick leave hours calculated at 100% of an employee's current rate of pay at the time of separation.

ARTICLE 11 - OTHER LEAVE

Section 1. Paid and Unpaid Leave Required by State or Federal Law. The City provides employees with family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- Family and Medical Leave (29 USC§ 2601 et seq. and RCW 49.78).
- Family Care Act Leave (RCW 49.12.265).
- Pregnancy Disability Leave (RCW 49.60).
- Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- Military Leave of Public Employees (RCW 38.40.060).
- Unpaid Religious Leave (RCW 1.16.050(3)).
- Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements are determined by applicable state or federal law and will be administered according to the City's personnel policies manual. In the event the City's personnel policies manual conflicts with state or federal law, then the minimum requirements of the law shall apply.

Section 2. The City, at its discretion, may require that an employee be evaluated by an independent medical provider, specified by the City, and at the City's expense, to determine whether the employee is able to perform the essential functions of the job, to determine any functional limitations the employee's condition may impose on his/her job duties, and to assist in evaluating the employee's return to work options and any reasonable accommodation. Prior to returning to work from an absence, the City may require a written release from an employee's doctor certifying the employee's fitness to return to duty.

Section 3. Bereavement Leave. When the death of a family member occurs, the employee may elect to take up to forty (40) hours of paid bereavement leave. For purposes of this section, "family member" includes an employee's spouse, domestic partner, child, parent, brother, sister, brother or sister-in-law, mother or father-in-law, son or daughter in law, all relatives of direct lineage such as (e.g., grandchildren, grandparents, etc.), and any other person legally dependent upon the employee or residing with the employee. At the City's discretion, the City Administrator or designee may grant bereavement leave, on a case-by-case basis, to an employee requesting leave outside of the requirements in this Section. Bereavement leave requests shall be submitted to the City Administrator or designee for approval. Any leave taken for bereavement purposes shall be used within one (1) year from the date of death.

Section 4. Jury Duty. Employees shall be granted paid leave to serve on a jury or as a court witness. If an employee is summoned for jury duty during a critical work period, the City may ask the employee to request a waiver from duty. An employee serving on jury duty shall not forward to the City any compensation received for serving as a juror. To qualify for paid leave, an employee must provide a copy of the jury or witness summons/subpoena to the City. If an employee is released from jury duty or released as a witness during their regular working hours, the employee shall report back to work.

Section 5. Other Unpaid Leave. The City retains the right to grant an unpaid leave of absence to employees who require a leave of absence not covered by any other type of leave and who have exhausted all available leave banks. The decision to grant unpaid leave is determined by the City on a case-by-case basis. Unless otherwise provided by law, employees on an unpaid leave of absence do not accrue paid vacation or sick leave, and all other benefits shall cease. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates. An employee who fails to report promptly at the end of an unpaid leave is presumed to have resigned. All other terms and conditions are stated in the City's personnel policies manual.

Section 6. Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by a payroll tax paid to the State of Washington, with the Employer and Union agreeing to the statutory default cost-sharing percentages listed in RCW 50A.04.115.

ARTICLE 12 - MEDICAL COVERAGE

Section 1. Eligibility for Insurance Benefits. Full-time employees and their spouses/dependents are eligible to participate in the City's insurance programs. Part-time employees working a minimum of twenty (20) hours per week and their spouses/dependents are also eligible to participate in the City's insurance programs on a pro-rated basis.

Section 2. Health Insurance Plans. The City currently offers health insurance through AWC HealthFirst 250. The terms and conditions of enrollment and coverage are stated in the City's personnel policies manual and/or AWC's enrollment materials. The City may change the insurance carrier and the specific health insurance plans offered, but agrees to bargain the impacts of any such changes, including benefit levels and cost-sharing owed by employees. The City will pay 95% of premiums for employee-only coverage for AWC HealthFirst 250 and employees will pay 5% of monthly premiums. The City will pay 80% of spouse and eligible dependent premiums for AWC HealthFirst 250 and employees will pay 20% of monthly premiums. The City will pay 100% of premiums (employee, spouse, and eligible dependents) for dental, vision, and an EAP.

Section 3. Opt-Out Benefits. As long as the health insurance participation/enrollment requirements are met, an employee may forego enrollment in the City's health insurance plan. Upon request of an employee, with City Council approval, and unless otherwise provided by law, an amount of \$200 per month may be provided to full-time employees in lieu of health insurance. Regular part-time employees working at least twenty (20) hours per month shall be eligible to receive one-half of the stipend amount. Other terms and conditions governing the opt-out benefit are stated in the City's personnel policies manual (City Policy 6.03.020).

The City's opt-out benefit is subject to discontinuation or modification. For example, the City may discontinue the benefit if it becomes subject to monetary penalties under the Affordable Care Act, or if the City is subject to other taxable penalties or liabilities under Section 125 or the Internal Revenue Code or other body of law.

Section 4. Dental and Vision Benefits. The City offers dental insurance through AWC Plan Choices and vision insurance through AWC Full-Family, No-Deductible. The City pays 100% of the cost of premiums.

Participation requirements for dental and vision benefits are set by the insurance carrier. The City reserves the right to change dental and vision insurance carriers and plans assuming benefit levels are not substantially altered. Any material reduction in benefit levels shall be subject to negotiations.

Section 5. Employee Assistance Program (EAP). The health insurance plan provided to employees may include a voluntary EAP to employees. The program, if available, offers support (e.g., voluntary professional and confidential counseling and assistance to employees whose job performance, health, or well-being is adversely affected by personal reasons). Employees who seek such counseling and assistance may elect to use accrued compensatory time off, sick leave, or vacation leave for time spent during working hours.

Section 6. Industrial Insurance. Employees are covered by Washington's Industrial Insurance Workers' Compensation program. The terms and conditions governing Workers' Compensation leave benefits are stated in the City's personnel policies manual. Employees who continue to use accrued paid leave during a period of Workers' Compensation leave shall continue to receive benefits from the City, including health insurance, subject to any cost-sharing owed. Employees on Workers' Compensation leave who have exhausted all accrued paid leave shall move to unpaid status. When an employee moves to unpaid status while on Workers' Compensation leave, the City will continue to pay health insurance premiums, subject to any cost-sharing owed, for one (1) month, after which the employee may choose to use COBRA rights and self-pay for the premiums.

Section 7. Life Insurance. The City offers life insurance benefit in the amount of \$30,000 per employee. The City pays 100% of the premium cost. The City reserves the right to change life insurance carriers assuming benefit levels are not reduced. Employees are allowed to increase the amount of coverage, as allowed by the insurance carrier, at their sole expense.

Section 8. COBRA Coverage. Employees who separate from employment or otherwise have a qualifying event are eligible for health insurance benefits as provided by the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA benefits are not available if an employee is terminated for gross misconduct, as provided by law.

Section 9. Employee Death. Upon the death of an employee in active employment, accrued paid leave shall be paid to the employee or designated representative. Accrued vacation, compensatory time off, and holidays (including any unused floating holidays, but excluding other holidays which have not yet occurred at time of death) will be paid at 100% for all accrued hours. Accrued sick leave will be paid at the rate of 25% for all accrued sick leave, up to a maximum of one (1) month's gross salary.

ARTICLE 13 - COMPENSATION

Section 1. Classifications, Wages, and Salary Schedule. Employees will be classified and paid in accordance with the wage schedule listed in Appendix A to this Agreement. New employees will be appointed by the City to a step in the appropriate pay range.

Section 2. Step Dates. Employees are eligible to receive step increases upon their step-increase eligibility date and upon a satisfactory performance evaluation. Unless otherwise noted, the step-increase eligibility date is January 1 of each calendar year. If the City fails to conduct the performance evaluation prior to the January 1 eligibility date, the employee will automatically receive the step increase.

Section 3. Certification, Training, and Education. The City will pay the certification, license, training, and education costs directly associated with the minimum or mandatory qualifications of an employee's classification. This includes costs associated with renewals.

Beyond minimum or mandatory job qualifications, the City seeks to offer training, education, and career development opportunities directly related to City employment. The payment of such costs and leave during working hours to attend such opportunities will be determined by the City on a case-by-case basis, taking into consideration the goals of the requesting employee, the business needs of the City, and available resources.

Section 4. Pension Contribution. The City shall make pension contributions to Washington's Public Employees' Retirement System (PERS) for each eligible employee, based on the terms and conditions imposed by Washington law. Participating employees shall pay any required amounts towards contribution costs by means of a payroll deduction.

Section 5. Out-of-Class Pay. Working out-of-class refers to situations in which employees are temporarily asked to perform the duties or responsibilities of a higher classification. To be eligible for out of class pay, the employee must be assigned work for the higher paying classification by the Department Head and approved in advance by the City Administrator or designee.

- **Project-Specific Out of Class Pay.** When an employee is approved to perform duties of a higher paying classification for a specific project, they shall receive out-of-class pay of a five percent (5%) premium pay added to their base wage for each hour worked on that project or assignment. Out of class pay shall be calculated by rounding to the next nearest quarter (1/4) hour interval. For example, an employee performing higher classification work on Tuesday from 1:30 PM to 4:35 PM will receive out of class pay for 3.25 hours.
- **Full-Day Assignment Out-of-Class Pay.** When an employee is approved to perform non-project specific higher classification work, they shall receive a five percent (5%) premium pay added to their base wage for all days worked out-of-class.

Employees working out-of-class for an absent employee or job vacancy shall be returned to their regular classification and regular pay after the absent employee returns or the job vacancy is filled. Out-of-class pay does not apply to voluntary requests for out-of-class duties as part of career development, cross-training, or professional development.

Section 6. Promotions. Upon a promotion in the bargaining unit, an employee is entitled to the greater of: (1) the first step of the new salary schedule for the promoted position; or (2) advancement to the next step of the new salary schedule closest to a 3% increase in the employee's pay. In no instance will a promoted employee's pay exceed the top step of the new salary schedule.

Section 7. Job Postings. The City will post all openings in the bargaining unit, including new bargaining unit positions, internally via email for two (2) business days prior to external posting. All qualified employees of the bargaining unit may apply for the open position. All employees who apply and meet minimum qualifications shall be interviewed and considered prior to screening external candidates for the position. If applicable, Civil Service positions will be filled according to the City's Civil Service Rules. The City retains the right to select the candidate for an open position, provided that the selection process shall be done in an objective, fair, impartial, and transparent manner for all candidates. If an employee of the bargaining unit is not selected for an open position, the employee may request to meet with a member of the interview committee for constructive feedback.

Section 8. Position Classifications. The City will make every effort to assign only those duties set forth in an employee's position classification or job description, while recognizing that a flexible interpretation is necessary in order to achieve efficient and effective operation. The parties also recognize an employee's duties may naturally change over time with increased experience and/or changing department needs.

When the duties, qualifications, or requirements of a position are substantially changed such that the assigned classification and job description no longer accurately capture an employee's actual work, an employee may request the Department Director for a position reclassification or revised job description. Within three (3) weeks of a request, the Department Director will meet with the employee to discuss the matter. Afterwards, the Department Director, in consultation with a Human Resources professional, will evaluate whether a change in position classification or job description is required. If changes are made, the City will inform the Union in writing and agrees to bargain any impacts to mandatory subjects of bargaining. If the Department Director denies a request to amend a position classification or job description, the employee may appeal the decision to the City Administrator and Mayor. If the City Administrator and Mayor deny the request, as a final step, the employee may appeal to a special committee of the City Council. The denial of a request for position reclassification or job description amendment is not subject to the grievance procedure.

Section 9. Footwear. The City will provide up to two hundred and fifty dollars (\$250) per year when receipts are provided for safety footwear for employees who work in the field. Safety footwear is defined as footwear that is required for employees to safely perform their normal assignments; for example, a requirement that the footwear provides adequate foot and ankle support and/or toe protection.

ARTICLE 14 - DISCIPLINE

Section 1. In General. Employees are expected to comply with the City's personnel policies, including the code of conduct, workplace safety, and anti-violence/bullying/harassment in the workplace. All employees are expected to exercise good judgment, common sense, and courtesy in the performance of their duties and interactions with the public.

Discipline and discharge actions for employees shall be supported by "just cause." However, the City retains the right to discipline and discharge employees serving an initial probationary period as "at will" employees, with or without cause, and without recourse to the grievance procedure.

Employees do not waive nor will they be deprived of any of their constitutional or civil rights guaranteed by federal or state law. Employees shall not be subject to harassment, retaliation, disciplinary action, or other unlawful conduct for exercising their lawful constitutional or civil rights.

Section 2. Discipline Steps. Disciplinary action may include the following:

- Verbal warning.
- Written reprimand.
- Permanent or temporary reassignment resulting in adverse economic impact.
- Suspension without pay.
- Permanent or temporary demotion.
- Discharge.

Progressive discipline is generally preferred, but not required, depending on the nature and severity of the offense and the employee's prior disciplinary record. The City may use coaching and counseling to address and correct low-level issues. Coaching and counseling serves an important purpose, is not disciplinary in nature, and is not subject to the grievance procedure.

Section 3. Verbal Warnings and Written Reprimands.

- **a. Verbal warning.** The City may issue a verbal warning at any time for cause. The City may record having issued a verbal warning. A verbal warning shall carry no additional penalty.
- **b. Written reprimand.** The City may issue a written reprimand at any time for cause. A written reprimand shall carry no additional penalty.
- **c. Grievance procedure.** Verbal warnings are not subject to the grievance procedure. Written reprimands may be grieved to Step 2 of the grievance procedure but may not be submitted to Step 3 (arbitration).
- **d. Consideration of discipline records.** For purposes of progressive discipline, verbal warnings and written reprimands in employees' personnel files will not be considered after three (3) years without a reoccurrence of the same or similar conduct. Should there be a recurrence of same or similar conduct, the time period shall reset.

Section 4. Discipline Procedure.

- **a. Notice of Intent to Discipline.** If the City intends to impose discipline other than a verbal warning or written reprimand, the City shall inform the employee in writing, with a copy to a Union representative. The written notice shall describe the event or conduct to enable the employee to understand the general nature of the concern or allegations. The City may provide written notice either before or after conducting a preliminary investigation.
- **b. Pre-Disciplinary (Loudermill) Meeting.** Upon at least twenty-four (24) hours written notice to both the employee and the Union, the City may call a pre-disciplinary meeting at which the City will state its concerns or allegations, modified by what it has learned to date through any investigation or otherwise, and provide the employee an opportunity to respond. The employee may elect to attend the pre-disciplinary meeting accompanied by a Union representative.
- **c. Disciplinary Decision.** No later than fourteen (14) days after the close of a pre-disciplinary meeting, the City shall inform the employee and the Union in writing of the City's discipline decision.
- **d. Signature of Discipline Notices.** Employees are required to sign all discipline notices beyond the level of a verbal warning (e.g., written reprimand, suspension, demotion). The sole purpose of signature is to confirm the employee has received a copy of the discipline notice.

Section 5. Employer Investigations.

- **a. Cooperation.** Employees have an obligation to cooperate with any investigation conducted by the City. Failure to do so will be considered insubordination and will be grounds for discipline.
- **b. Union Representation (Weingarten).** If the City elects to conduct a disciplinary investigation, an employee is entitled, at his/her request, to have Union representation during any interview conducted by the City that the employee reasonably believes may result in his/her discipline or discharge. During such an interview, a Union representative will be given the opportunity to ask questions and offer additional information, but may not obstruct the City's investigation.
- **c. Investigatory Interviews.** Any questioning during an investigatory interview will be kept at a reasonable and professional level. Employees will be provided reasonable rest and meal breaks, provided an employee answers any pending questions prior to taking a break. All interviews will be scheduled at reasonable times, taking into consideration the urgency of the situation and the availability of the employee. If possible, interviews will be conducted while an employee is on-duty. An employee shall not be subject to offensive language, harassment, fear of unlawful reprisal, intimidation, threats, coercion, or promises of a reward. Questioning during an investigatory interview shall not violate an employee's constitutional or civil rights.

- **d. Written Statements.** As part of a disciplinary investigation, an employee may be directed to provide a written statement. If directed to provide a written statement, the employee will be advised of the nature of the investigation.
- **e. Administrative Leave.** The City may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave must remain available during their normal hours of work and are not permitted to accept outside employment. Placement on paid administrative leave is not considered a disciplinary event and is not subject to the grievance procedure.
- **f. Lie Detectors.** Employees will not be asked or required to take a lie detector, polygraph, or similar test as part of any investigation.
- **g. Employee Searches.** Employees have no expectation of privacy concerning any City-owned property, including their assigned workspaces. City-owned property is subject to access and inspection, without notice, as required by legitimate daily business. When an employee's assigned workspace or personal effects (such as electronic devices, mail, briefcases, bags, personal vehicles, etc.) are subject to search as part of a disciplinary investigation, the search must be established by reasonable cause, as determined by the City. Should reasonable cause be established, the search shall be conducted in the presence of a Union Shop Steward, if requested by the employee and available, or another employee to act as a witness.

Section 6. Resignation and Retirement. Employees are expected to provide a minimum of two (2) weeks' notice of planned resignations or retirements.

Section 7. Personnel Files. A copy of disciplinary actions shall be provided to the employee in writing prior to placement in their personnel file. An employee, upon request to the City, may inspect his/her personnel file. The employee may elect to be accompanied by a Union representative. An employee may request removal of irrelevant or erroneous information in his or her personnel file. If such a request is denied, or if the employee disagrees with the contents of a discipline document, the employee may submit a written rebuttal to be placed in the file. The Employer shall keep the contents of personnel files confidential, subject to the requirements of state and federal law and any applicable provisions of this Agreement.

The Employer's failure to abide by this Section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline, including termination, but may be a separate basis for a Union grievance.

- **Consideration of non-disciplinary documentation.** Non-disciplinary documents in employees' personnel file can be petitioned to be removed after one (1) year without a recurrence of the same or similar conduct. Should there be a recurrence of similar conduct, the one-year time period shall reset from the subsequent occurrence.

Section 8. Just Cause - Guiding Principles. The parties agree to the following "Guiding Principles" of just cause, commonly known as the "Seven Factors of Just Cause," while recognizing not every element may apply to every discipline situation, and recognizing certain elements may take greater importance than others.

1. Did the City provide adequate forewarning or notice of rules, policies, and work/behavior expectations? Employees are presumed to have read this Agreement and all applicable City policies and work rules.
2. Were the City's rules, policies, and/or expectations reasonable?
3. Prior to imposing discipline, did the City investigate the allegations?
4. Was the City's investigation fair and objective?
5. Did the investigation uncover sufficient evidence to support discipline?
6. Has the City applied its rules, policies, and/or expectations in a fair and non-discriminatory manner?
7. Is the discipline proportionate to the underlying conduct, any mitigating/extenuating/aggravating circumstances, and the employee's prior record?

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1. Informal Dispute/Complaint Resolution. Employees are encouraged to attempt to resolve disputes and complaints through informal discussions with immediate supervisors and Department Heads. An employee presenting an informal dispute or complaint shall have the option of being accompanied by a Union representative. If a dispute or complaint cannot be resolved informally, the matter will be settled according to the grievance procedure provided below.

Section 2. Definition of Grievance. A grievance is a dispute between the City and the Union, on the Union's own behalf or acting on behalf of employees, over an alleged violation, misinterpretation, or misapplication of an express Article, section, term, or provision of this Agreement.

Section 3. Election of Remedies. The City and the Union expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The City and the Union also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within the procedure established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or the Union seeks redress from any external body, whether administrative or judicial, the Union and/or the employee shall have elected the external remedy to the exclusion of all rights under this Agreement.

Section 4. Time Limits. To timely initiate the grievance process, a party must file a formal written grievance within fourteen (14) calendar days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. The day after the event, act, or omission shall be the first day of the timeline. In the event a time limit under this Article falls on a weekend or holiday, the deadline will be automatically extended to the following working day. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day of an applicable time limit. Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the Union, on behalf of itself or employees, fails to act or respond within the specified time limits, the grievance shall be considered waived. If the City fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

Section 5. Contents of Grievance. A grievance must satisfy the following conditions:

1. Be submitted in writing;
2. Describe the facts giving rise to the grievance with sufficient particularity to permit the other party to understand the nature of the grievance;
3. Identify the provision(s) of the Agreement allegedly violated;
4. Identify the aggrieved employee(s), if any;
5. Identify the remedy sought; and
6. Be signed and dated by a Union representative.

Section 6. Grievance Procedure.

1. **Step 1.** The grievance procedure shall be initiated by the Union personally serving a grievance upon the immediate supervisor. If no immediate supervisor is applicable to the grievance, then the grievance shall be served on the Human Resources Manager. The grievance must be served within fourteen (14) calendar days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. The immediate supervisor (or, if applicable, the Human Resources Manager) shall respond in writing within fourteen (14) calendar days.
2. **Step 2.** If the grievance is not resolved at Step 1, then within fourteen (14) calendar days of the City's written response in Step 1, a written appeal, signed by the Union, shall be personally served upon the Mayor or City Administrator. The Mayor or City Administrator shall thereafter schedule a meeting with the Union and aggrieved employee(s) within fourteen (14) calendar days from receipt of the Step 2 grievance. If the grievance cannot be resolved during the meeting, the Mayor or City Administrator shall respond in writing within seven (7) calendar days of the meeting.

Court Personnel Governed by GR 29(f). For purposes of Step 2 of the grievance procedure, any grievance concerning non-wage related working conditions of court personnel shall also be submitted to the Presiding Judge, in addition to the Mayor or City Administrator.

3. **Step 3, Arbitration.** If the grievance is not resolved at Step 2, the parties may proceed to final and binding arbitration. Prior to arbitration, the parties may mutually agree to first proceed with mediation, in which case the timelines for arbitration shall be extended to accommodate the mediation process.
 - **a. Notice.** Within fourteen (14) calendars days following receipt of the City's written response in Step 2, the Union shall notify the City, in writing, of its intent to proceed with arbitration.
 - **b. Arbitrator Selection.** After the Union has provided timely notice of its intent to proceed with arbitration, the parties shall select an impartial arbitrator within thirty (30) calendar days. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, the parties will request a list of nine (9) impartial arbitrators able to abide by time limitations. The list will be provided by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). Once a list has been provided, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) name remains. The remaining name will serve as the arbitrator.

- **c. Decision, Time Limit.** The arbitrator will meet and hear the matter at the earliest possible date after the selection process. The parties may submit post-hearing briefs. After completion of the hearing, a written decision shall be entered within thirty (30) calendar days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties.
- **d. Jurisdiction of Arbitrator.** The grievance submitted to the arbitrator shall be the original written grievance unless the City and the Union agree otherwise. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the City and the Union agree to consolidate. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses, and dictate the orderly procedure of the hearing. For grievances concerning the interpretation of this Agreement or for grievances challenging discipline, the party with the burden of persuasion shall be required to prove its case with a preponderance of the evidence (provided, however, that neither party shall ever be asked to arbitrate or prove a criminal charge). The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement, nor limit or impair any common law right of the City or the Union.
- **e. Final Binding Award.** The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits to make the employee whole, and shall not include other forms of compensatory damages or punitive damages.
- **f. Costs, Fees, and Expenses.** Each party is responsible for its own costs, fees, and expenses incurred in handling the grievance and presenting its case. The parties agree to equally share in the costs and expenses charged by the arbitrator and the court reporter.

ARTICLE 16 - VEHICLES/MILEAGE

Any City-owned vehicle provided for work purposes shall be kept safe, clean, and in good working condition. If a City-owned vehicle is available, employees shall use it first before using their own personal vehicles. In the event an employee is asked or required to use his/her personal vehicle for City business, reimbursement will be at the IRS business expense standard mileage rate. Employees requesting mileage reimbursement are expected to submit written requests for reimbursement within sixty (60) days of each work trip. Employees shall be paid for travel time as required by the FLSA.

In the event an employee's personal vehicle is involved in an accident while on City business, and the employee is determined to be not at-fault, the City shall provide up to six (6) hours of paid leave for the employee to seek repairs. The City will not pay for repair costs. Commuting to and from work does not count as "City business." To qualify for paid leave under this section, the employee will be required to submit a police report documenting the incident.

ARTICLE 17 - SUBCONTRACTING/SKIMMING

The City agrees it will not normally subcontract or skim bargaining unit work; should the City seek to subcontract or skim it will follow the procedure of this paragraph. However, the City may temporarily subcontract or skim work when necessitated by an emergency, unforeseen temporary increase in workload, or to temporarily replace an employee on leave or who recently separated from service. Such subcontracting or skimming shall not exceed sixty (60) calendar days. If the City believes it needs to subcontract or skim for a longer duration or wider scope, it will provide a minimum of thirty (30) days' notice to the Union from the date the determination is made, after which the Union may request bargaining to explore alternative solutions and/or to bargain the impacts of any decision before the City moves forward.

Bargaining unit work performed by Department Heads as a part of training or temporary assistance to employees covered by this Agreement shall not be considered subcontracting or skimming.

Interns are defined as post-secondary students or other individuals seeking career and professional experience. Interns will support, not supplant, bargaining unit work. Interns will be adequately supervised. Unless otherwise agreed by the City and the Union, each internship shall generally not exceed four (4) months, and there shall be no more than two (2) interns at the City at any given time. Interns covered by this Article are not included in the bargaining unit. In addition, the City may fully participate in the Y.E.S. high-school student program, with high-school "interns" not limited by the terms of this Article.

ARTICLE 18 - PERFORMANCE OF DUTIES / NO RIGHT TO STRIKE

The parties recognize the City provides important public services and has the right to provide such services on an uninterrupted basis. The Union shall not authorize a strike, work stoppage, or slowdown, and the City shall not engage in a lockout during the term of this Agreement.

The Union shall take all reasonable means within its power to induce employees engaged in a strike, work stoppage, or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

ARTICLE 19 - SCOPE AND DURATION OF AGREEMENT


Section 1. Term of Agreement. This Agreement is effective January 1, 2025, and continues through December 31, 2027. If either party desires to negotiate a successor agreement, they shall provide notice to the other party and the parties shall, within a reasonable time frame, set a schedule for contract negotiations. In the event negotiations for a successor agreement have not been completed by the termination date of this Agreement, then the status quo shall be maintained to the extent required by Washington law.

Section 2. Severability. If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remains of this Agreement shall not be held invalid and will remain in full force and effect.

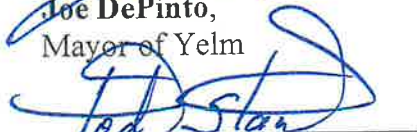
IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

Signed this 10 day of Dec, 2024.


City of Yelm, Washington



Joe DePinto,
Mayor of Yelm




Todd Stancil
City Administrator




Karen Bennett
Human Resources Director


WSCCCE, Council 2, AFSCME



Aaron Cole
AFSCME Union Staff Representative



Erica Cecil
Membership President



Aaron Green
Membership Vice President

APPENDIX A – WAGE TABLE and CLASSIFICATIONS

2025 General Wage Adjustment Effective January 1, 2025, employees shall receive a 5.5% wage increase.

2025 Market Wage Adjustment (reflected in the wage table below) Effective upon full execution of the Agreement, the job positions will receive market adjustments, as follows:

Job Position	Market adjustment upon full execution of agreement
Assistant Planner	2.9%
Building Official	2.8%
IT Manager	3.7%
IT Network Administrator	7.7%
IT Systems Administrator	5.7%

2025 Wage Table (including general and market wage adjustments)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accounting Assistant	\$5,595	\$5,763	\$5,936	\$6,114	\$6,297	\$6,486	\$6,716
Accounting Tech II	\$5,738	\$5,910	\$6,087	\$6,270	\$6,459	\$6,652	\$6,851
Administrative Assistant	\$5,370	\$5,536	\$5,706	\$5,882	\$6,063	\$6,248	\$6,441
Assistant Planner	\$6,009	\$6,200	\$6,397	\$6,601	\$6,810	\$7,027	\$7,250
Associate Planner	\$6,821	\$7,032	\$7,249	\$7,473	\$7,705	\$7,943	\$8,188
B&O Tax Analyst	\$6,121	\$6,305	\$6,494	\$6,689	\$6,889	\$7,096	\$7,309
Building Inspector	\$6,352	\$6,546	\$6,748	\$6,956	\$7,171	\$7,393	\$7,627
Building Official	\$8,396	\$8,656	\$8,924	\$9,201	\$9,486	\$9,780	\$10,055
Civil Review Engineer	\$7,344	\$7,564	\$7,791	\$8,025	\$8,266	\$8,514	\$8,758
Comm & Rec Coordinator	\$6,239	\$6,436	\$6,638	\$6,848	\$7,063	\$7,286	\$7,487
Computer Support Specialist	\$6,227	\$6,418	\$6,617	\$6,821	\$7,032	\$7,249	\$7,472
Court Clerk	\$5,167	\$5,326	\$5,491	\$5,660	\$5,833	\$6,014	\$6,198
Financial Analyst 1	\$6,121	\$6,305	\$6,494	\$6,689	\$6,889	\$7,096	\$7,309
Financial Analyst 2	\$6,332	\$6,522	\$6,718	\$6,919	\$7,127	\$7,341	\$7,561
Financial Analyst 3	\$6,544	\$6,740	\$6,942	\$7,150	\$7,365	\$7,586	\$7,813
IT Manager	\$7,720	\$8,007	\$8,304	\$8,612	\$8,931	\$9,263	\$9,609
IT Network Administrator	\$7,279	\$7,490	\$7,708	\$7,933	\$8,163	\$8,401	\$8,647
IT Systems Administrator	\$7,592	\$7,819	\$8,053	\$8,296	\$8,545	\$8,801	\$9,064
Senior Planner	\$7,926	\$8,171	\$8,424	\$8,684	\$8,953	\$9,230	\$9,515
Utility Billing Clerk	\$5,377	\$5,542	\$5,714	\$5,890	\$6,072	\$6,260	\$6,452

2026 General Wage Adjustment Effective January 1, 2026, all employees shall receive a wage increase of 3.0%

2027 General Wage Adjustment Effective January 1, 2027, all employees shall receive a wage increase of 3.0%

Longevity Pay

In recognition of years of dedicated continuous service to the City of Yelm, tenured employees shall receive longevity pay as follows:

After Full Months of Employment	% Above Base Salary
96 Months	2.0%
156 Months	3.0%
216 Months	4.0%
276 Months	5.0%

Civil Review Engineer. If the Civil Review Engineer holds a P.E. (Professional Engineer) certification, they will receive a 2% increase to their base rate of pay.