

# AGREEMENT

by and between



and



**LOCAL #1938**

for the period

January 1, 2024 through December 31, 2027

## Contents

<b>PREAMBLE</b> .....	8
<b>ARTICLE 1 – DEFINITIONS</b> .....	8
<b>ARTICLE 2 – RECOGNITION</b> .....	10
2.1 Recognition .....	10
2.2 New Classifications .....	11
2.3 Modifications to Existing Classifications.....	12
2.4 Inclusion/Exclusion of Classifications .....	12
2.5 Unit Clarification .....	12
<b>ARTICLE 3 – UNION SECURITY</b> .....	12
3.1. Union Dues and Revocation.....	12
3.2 Indemnification.....	13
3.3 Employee Roster/Union Officer List.....	13
3.4 Non-discrimination .....	13
<b>ARTICLE 4 – UNION / CITY RELATIONS</b> .....	13
4.1 Union Access .....	13
4.2 Facility & Equipment Use .....	13
4.3 Employee Representatives.....	14
4.4 Orientation .....	14
4.5 Bulletin Boards.....	14
4.6 Contract Access.....	14
4.7 Negotiations Release Time.....	14
4.8 Grievance Release Time .....	14
4.9 Union Business .....	14
<b>ARTICLE 5 – EMPLOYMENT</b> .....	15
5.1 Probationary Periods .....	15
5.2 Contractors .....	15
<b>ARTICLE 6 – HOURS OF WORK AND OVERTIME</b> .....	15
6.1 Workweek/Workday .....	15
6.2 Standard Work Schedules .....	16
6.3 Outside Employment .....	16
6.4 Flex Time.....	16
6.5 Rest & Meal Breaks.....	16
6.6 Overtime .....	17

6.7	Standby .....	17
6.8	Callback .....	18
6.9	Compensatory Time.....	19
6.10	Declared Emergency Scheduling .....	19
6.11	Other Emergency Work Assignment/Scheduling .....	19
<b>ARTICLE 7 – EMPLOYMENT PRACTICES .....</b>		<b>20</b>
7.1	Nondiscrimination.....	20
7.2	Job Posting.....	20
7.3	Promotion .....	20
7.4	Transfer.....	21
7.5	Reclassification.....	21
7.6	Demotion.....	22
7.7	City Policies.....	22
7.8	Personnel Files.....	22
7.9	Evaluations .....	22
7.10	Discipline/Corrective Action .....	23
7.11	Commercial Driver’s License (CDL) Training .....	24
7.12	Temporary Loss of Commercial Driver’s License for Medical Reasons	24
<b>ARTICLE 8 – SENIORITY .....</b>		<b>25</b>
8.1	Seniority.....	25
8.2	Probationary Period.....	25
8.3	Loss of Seniority .....	25
8.4	Seniority List .....	26
8.5	Application of Seniority.....	26
<b>ARTICLE 9 – WAGES .....</b>		<b>26</b>
9.1	Wage Schedule.....	26
9.2	Hire-In Rates .....	27
<b>ARTICLE 10 – OTHER COMPENSATION .....</b>		<b>27</b>
10.1	Standby Pay .....	27
10.2	Call Back Pay .....	27
10.3	Temporary Assignment Pay .....	28
10.4	Mileage Reimbursement.....	28
10.5	Uniforms, Clothing, and Boots .....	28
10.6	Foreign Language Proficiency Pay .....	29

10.7	Tuition Reimbursement.....	29
10.8	Shift Differential .....	29
<b>ARTICLE 11 - HOLIDAYS .....</b>		<b>30</b>
11.1	Holidays.....	30
11.2	Religious Observance .....	30
11.3	Holiday Observance .....	30
11.4	Holiday Compensation.....	31
<b>ARTICLE 12 – PAID TIME OFF (PTO).....</b>		<b>31</b>
12.1	Paid Time Off Accrual.....	31
12.2	Paid Time Off Accrual Maximum .....	31
12.3	Use of Paid Time Off by FLSA-exempt Employees .....	32
12.4	Shared Paid Time Off.....	32
12.5	Payment of Paid Time Off Upon Separation.....	33
<b>ARTICLE 13 – ON THE JOB INJURIES/KOS/L&amp;I PREMIUM .....</b>		<b>33</b>
13.1	Kept on Salary (KOS).....	33
13.2	Family and Medical Leave Act (FMLA) Designation .....	33
13.3	Time Loss Compensation .....	33
13.4	L&I Premium.....	34
13.5	Temporary Modified Duty.....	34
<b>ARTICLE 14 – LEAVES OF ABSENCE .....</b>		<b>34</b>
14.1	In General .....	34
14.2	Jury Duty/Court.....	34
14.3	Military Leave .....	34
14.4	Bereavement .....	34
14.5	Seniority Adjustments.....	34
14.6	Leave Without Pay .....	35
14.7	Family Leave .....	35
<b>ARTICLE 15 – HEALTH AND WELFARE.....</b>		<b>35</b>
15.1	Insurance Benefits.....	35
15.2	Flexible Spending Account (FSA) .....	36
15.3	Social Security Replacement and Retirement.....	37
15.4	Deferred Compensation .....	37
<b>ARTICLE 16 – LAYOFF &amp; RECALL .....</b>		<b>37</b>
16.1	Layoff.....	37

16.2	Notification of Layoff to Union.....	37
16.3	Seniority for Purpose of Layoff .....	38
16.4	Order of Layoff .....	38
16.5	Volunteering for Layoff .....	38
16.6	Notification of Layoff to Employee.....	38
16.7	Layoff Options.....	38
16.8	Recall .....	40
16.9	Re-employment.....	40
16.10	Unemployment Claims .....	41
<b>ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES .....</b>		<b>41</b>
17.1	Purpose of Committee.....	41
17.2	Composition of Committee .....	41
17.3	Compensation .....	41
17.4	Joint Labor Council .....	41
<b>ARTICLE 18 – SAFETY AND SECURITY.....</b>		<b>41</b>
18.1	Safe Workplace .....	42
18.2	Safety Plan .....	42
18.3	Drug Free Workplace.....	42
18.4	Workplace Violence .....	42
18.5	Use of Electronic Monitoring Systems .....	42
<b>ARTICLE 19 - GRIEVANCE PROCEDURE .....</b>		<b>43</b>
19.1	Grievance Defined .....	43
19.2	Grievance Procedure.....	43
19.3	Schedule of Meetings .....	44
<b>ARTICLE 20 - NO STRIKE / NO LOCKOUT .....</b>		<b>45</b>
20.1	No Strike / No Lockout .....	45
<b>ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES .....</b>		<b>45</b>
21.1	Management Rights and Responsibilities .....	45
<b>ARTICLE 22 - GENERAL PROVISIONS.....</b>		<b>46</b>
22.1	Severability Clause .....	46
22.2	Conflict with Laws .....	46
<b>ARTICLE 23 – ENTIRE AGREEMENT.....</b>		<b>46</b>
23.1	Duration Clause .....	46
23.2	Entire Agreement.....	46

<b>SIGNATURES</b> .....	47
Appendix A.....	48
Appendix B.....	50
Appendix C.....	54



## **PREAMBLE**

THIS AGREEMENT is made by and between the CITY OF LAKEWOOD, WASHINGTON, (hereinafter referred to as the “City”) and Local #1938, Washington State Council of County and City Employees of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the “Union”).

The purpose of the City and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the City and the Employees.

## **ARTICLE 1 – DEFINITIONS**

To the extent there is a conflict between the definitions contained in this Article and definitions elsewhere in this Agreement, the definition contained in those articles shall prevail. The following terms shall be defined as follows:

### 1.1 Accrued Leave.

Accrued leave shall include paid time off, floating holidays, management leave, and compensatory time (if applicable).

### 1.2 Application of Seniority.

How an employee’s years of continuous service are utilized to determine his or her rights in regard to layoff, recall, overtime bidding, and scheduling of leave.

### 1.3 Bargaining Unit (Union).

Local #1938, Washington State Council of County and City Employees of the American Federation of State, County, and Municipal Employees, AFL-CIO.

### 1.4 Bumping.

The displacement of a less senior regular employee by another regular employee with more seniority as described in Article 16.

### 1.5 Business Day.

For the purpose of timelines associated with grievances, appeals and policy issues, an eight (8) hour business day, excluding weekends and observed holidays, unless otherwise specified.

### 1.6 Call-Back.

An employee is specifically called back to work by his or her supervisor or management representative outside of the employee’s regularly scheduled hours.

### 1.7 City.

The City of Lakewood, Washington.

### 1.8 Civil Service.



In accordance with Chapter 41.12 RCW, all full-time employees of the Police Department are covered by a civil service personnel system, except for those positions that are exempt under RCW 41.12.050.

1.9 Demotion.

The movement of an employee from one job classification to another job classification with a lower salary range. Demotions may be voluntary or disciplinary for cause.

1.10 Employee.

A person occupying a position and paid a salary or wage by the City who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement; but shall not include any person retained by the City under a written personal services or consultant contract or agreement.

1.11 Flex Time.

An authorized alternative work schedule utilizing irregular starting or stopping times within an employee's scheduled work period.

1.12 Grievance.

A claim or dispute by an employee and/or the Union with respect to the interpretation or application of the express provisions of this Agreement.

1.13 Job Classifications.

A position or group of positions with duties, responsibilities, and skill levels sufficiently alike to be equitably assigned the same title, same or similar qualification requirements, the same skill level, and the same salary range. Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.

1.14 Loudermill Rights.

The employee's right to due process in certain disciplinary matters.

1.15 Paid Time Off (PTO).

A scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.16 Probationary Period.

An initial period of time following commencement of employment during which the employee will work under the terms of this Agreement but may be discharged without recourse to the grievance procedure.

1.17 Promotion.

When a represented employee is appointed through a competitive process to a higher paid classification.

1.18 Reclassification.

A significant change in the job specification as a result of a reevaluation of the duties and responsibilities required of the position.

1.19 Transfer.

The reassignment of an employee to the same classification in a different department.

1.20 Trial Service Period.

An initial period of time during which an employee who is transferred, promoted, or demoted to another position and/or classification in the bargaining unit shall be evaluated for suitability for the position, consistent with Article 7.3.

1.21 Weingarten Rights.

An employee's right to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.

1.22 Written Reprimand.

A written document that describes both the problem and the needed correction, and the potential consequences if it reoccurs. A Written Reprimand shall be part of employee personnel file.

## **ARTICLE 2 – RECOGNITION**

### **2.1 Recognition**

The City recognizes the Union as the exclusive collective bargaining representative for all regular employees of the City of Lakewood as noted in the classifications identified in Appendix A – Salary Schedules, and as per PERC Case # 22449-E-09-3468, Decision 10471-PECB, which states, ALL FULL-TIME AND REGULAR PART-TIME PROFESSIONAL, TECHNICAL AND CLERICAL EMPLOYEES OF THE CITY OF LAKEWOOD, EXCLUDING SUPERVISORS, CONFIDENTIAL EMPLOYEES AND ALL OTHER EMPLOYEES, and as subsequently amended by PERC or by mutual agreement of the parties. Temporary employees who perform similar work to regular employees for more than six months are included in the bargaining unit represented by the Union.

The following definitions apply:

- A. Regular Full-time: An employee hired for an indefinite term of employment and regularly scheduled to work forty (40) or more hours per week. Regular full-time employees shall be eligible for benefits as provided by this Agreement and/or as legally required. 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 twenty (20) or more hours per week but less than forty (40) hours per week. Regular part-time employees shall be eligible for pro-rated benefits as provided by this agreement and/or as legally required. Seniority shall accrue from the date of hire.
- C. Regular with End Date (Limited Term): An employee hired for a defined term of employment and who is anticipated to work more than one thousand and thirty-nine (1,039) hours in a twelve (12) month period. This position is eligible for the standard benefits package, prorated to match the FTE percentage.
- 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 twenty (20) hours

per week. Represented temporary employees shall be eligible for pro-rated benefits as provided by this Agreement beginning the first pay 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.

**2.1.1 Exclusions** - The following categories of employee 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 Decision 10471-PECB).
- 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 same temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.
- C. Seasonal Employees: An employee hired for a specific limited term of employment in a position that is seasonal in nature and who is not anticipated to work more than one thousand and thirty-nine (1,039) hours in a calendar year. This position is not eligible for benefits.
- D. Work Study & 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 one thousand and thirty-nine (1,039) hours worked in a calendar year, unless extended by mutual agreement. Work study and internship programs shall not be used to supplant or replace bargaining unit employees.
- E. Extra Hire: An employee hired for an indefinite term of employment and regularly scheduled to work less than twenty (20) hours per week, and not to exceed one thousand and thirty-nine (1,039) hours in a calendar year, unless extended by mutual agreement.

**2.1.2 Volunteers** - Both the City and the Union recognize the benefit of utilizing volunteers from the local community. Volunteers shall be limited to performing tasks that are supportive of work performed by regular bargaining unit employees and shall not otherwise supplant or replace bargaining unit employees.

## **2.2 New Classifications**

When new classifications are created, they shall be included or excluded from the bargaining unit consistent with the position's duties, responsibilities, confidentiality, and general organizational structure of the particular department. The City shall notify the Local Union President and Staff

Representative of newly created classifications, and the Union shall respond to the City with any concerns within five (5) business days of notification by the City.

### **2.3 Modifications to Existing Classifications**

When existing bargaining unit classifications are substantially modified, the City shall notify the Local Union President and Staff Representative, and the Union shall respond to the City with any concerns within five (5) business days of notification by the City. .

### **2.4 Inclusion/Exclusion of Classifications**

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified classifications in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated by the City to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days.

### **2.5 Unit Clarification**

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 should there be a disagreement regarding the inclusion or exclusion of a position. Existing bargaining unit classifications shall remain within the bargaining unit absent mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

## **ARTICLE 3 – UNION SECURITY**

### **3.1. Union Dues and Revocation**

- A. Upon receipt of notice from the Union of written, electronic, or recorded voice authorization by a bargaining unit employee, the City agrees to deduct from the wages of the employee the sum certified as the initiation fee and dues each month and to forward the sum to the Union.
- B. If the City receives a request for authorization of dues deduction from an employee, the City shall forward the request to the Union.
- C. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the dues authorization form.
- D. An employee's request to revoke authorization of payroll deduction must be in writing and submitted by the employee to the Union in accordance with the terms and conditions of the dues authorization form.
- E. If the City receives a request to revoke authorization of deductions from an employee, the City shall forward the request to the Union.
- F. Upon receipt of notice from the Union that the employee has revoked authorization for deduction, the City shall end the deduction no later than the second payroll after the request.
- G. The City shall remain neutral on the issue of Union membership.

- H. If an employee does not have a check due to the employee or the check is not large enough to satisfy the deduction, no deduction shall be made from the employee for that calendar month.

### **3.2 Indemnification**

The Union shall indemnify and hold the City harmless from any and all claims against the City arising out of administration of this Article, including the amounts of Union dues deducted and withheld from earnings.

### **3.3 Employee Roster/Union Officer List**

Within 21 business days from the hire date of a newly hired employee, and at least every 120 business days for all bargaining unit employees, the City shall send to the Union a spreadsheet with the following information for each employee, if such information is in the City's employment records: employee name and date of hire; employee contact information including cellular, home, and work telephone numbers; work and personal e-mail addresses; home address or personal mailing address; employment information including job title, salary or rate of pay, and work location.

The Union agrees to provide Human Resources with a list of officers and employee representatives within ten (10) calendar days of election or appointment. The City shall recognize the officers and employee representatives immediately when such list is received by Human Resources.

### **3.4 Non-discrimination**

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union, or serving on a Union committee.

## **ARTICLE 4 – UNION / CITY RELATIONS**

### **4.1 Union Access**

The Union's authorized staff representatives shall have access during employee work hours to the City's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the City. Access for other purposes or during other hours shall not be unreasonably denied by the City. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

### **4.2 Facility & Equipment Use**

The conduct of Union business on City time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or officer shall use City equipment in the conduct of Union business; provided, that the Union shall be permitted to use the City e-mail system for the sole purpose of notifying Union members of meeting dates, times, and locations.

The Union shall be permitted to use designated premises of the City for Union meetings, provided it is not disruptive to operations, space is available, and meetings are held on the employee's time and not on the City's.

#### **4.3 Employee Representatives**

The Union shall be entitled up to fourteen (14) employee representatives, including officers. With notice to the City the employee representatives and/or officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8 and 4.9. Employee representatives and officers shall attend Union meetings on their own time.

#### **4.4 Orientation**

On or about the same day as new hire orientation, a Union officer or employee representative shall be permitted, for up to thirty (30) minutes and without loss of pay, to meet with new represented employees as a group to discuss the responsibilities and benefits of Union membership. The City shall incur no costs for travel time or mileage for Union officers or employee representatives.

#### **4.5 Bulletin Boards**

The City shall provide space for a bulletin board for Union use in a common area of City Hall and at one common space for each City facility where bargaining unit employees are assigned. No materials shall be posted except notices of meetings and elections; results of elections; changes in Union by-laws; notices of employee social occasions; and/or similar Union notices, letters, and memoranda. All material shall be signed by an officer of the Union. The Union shall not post any non-Union-related material on the City's premises on the bulletin board. It is the Union's responsibility to maintain its bulletin boards.

#### **4.6 Contract Access**

A copy of this Agreement will be located in the Human Resource office and available for review by employees in the bargaining unit during regular City Hall business hours.

#### **4.7 Negotiations Release Time**

The City will make a good faith effort to provide release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

#### **4.8 Grievance Release Time**

Prior to any proposed investigation of a grievance, employee representatives or officers shall provide notice of the grievance to their supervisor and the grievant's supervisor. Grievance release time will be granted unless the employee representative, officer, or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the City will arrange for investigation of the grievance at the earliest possible time. When it is necessary for employee representatives or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the City for such employee representative activities outside the employee's work shift, without express preauthorization by the employee representative's department director or Human Resources.

#### **4.9 Union Business**

When reasonably possible, Union representatives will notify their supervisors or department directors when participating in Union business during regular business hours. Consistent with Articles 4.3 and 4.8, employee representatives and/or officers may request and will be afforded reasonable time for the investigation of a grievance and compliance issues pursuant to this Agreement. Other Union business shall not be conducted on City time.

**4.9.1** Any concerns by the City which indicate that a Union officer or employee representative is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the staff representative of the Union or designee.

## **ARTICLE 5 – EMPLOYMENT**

### **5.1 Probationary Periods**

**5.1.1 Non-Civil Service** - New employees shall be subject to a six (6) month probationary period.

The City may extend the probationary period for new employees up to an additional six (6) months to a maximum of twelve (12) months. The City shall provide written notice of intent to extend a probationary period to the employee at least fourteen (14) calendar days prior to the probationary period's expiration. If the City fails to provide written notice of probation extension, the employee shall be deemed to have successfully completed probation.

**5.1.2 Civil Service** - New employees shall be subject to a twelve (12) month probationary period.

The City may extend the probationary period for new employees up to an additional six (6) months to a maximum of eighteen (18) months. The City shall provide written notice of intent to extend a probationary period to the employee at least fourteen (14) calendar days prior to the probationary period's expiration. If the City fails to provide written notice of probationary extension, the employee shall be deemed to have successfully completed probation.

### **5.2 Contractors**

The City will act in good faith to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the City will be permitted to do bargaining unit work for a period of up to one hundred and twenty (120) days to provide coverage due to the vacancy in a previously filled position. "Contractors" will be permitted to do bargaining unit work for longer periods of time or in other instances where agreed to between the City and the Union.

5.2.1 The City and Union agree that Traffic Signal Maintenance work will hereafter be provided through contract with Pierce County. This is a non-precedent setting agreement and shall not serve as foundation for any separate future contracting which may be considered.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

### **6.1 Workweek/Workday**

The City's defined work week is Monday through Sunday, beginning and ending at midnight Sunday. The standard work day shall be a regularly scheduled primary work day consisting of eight (8) consecutive hours (excluding the unpaid lunch period).

## **6.2 Standard Work Schedules**

A standard full-time work schedule shall normally consist of forty (40) hours of time compensated within a five (5) consecutive day period, with shifts commencing not before 6:00 am and ending by 6:00 pm. The typical work schedule shall not include both Saturday and Sunday unless mutually agreed upon by the employee and supervisor. Employees shall not be assigned split shifts, or any shift with more than one (1) hour of unpaid time off in a single workday, without mutual consent or as permitted by Article 6.8. The City agrees to provide employees with at least fourteen (14) days' written notice of a change to the employee's work schedule, unless mutually agreed by the employee and the supervisor. The assignment of overtime shall not be considered a schedule change and is not subject to the fourteen (14) day written notice requirement.

**6.2.1 Alternative Work Schedules** - An alternative work schedule (e.g., 4x10, 9x80, or other mutually agreeable option) may be approved by a department director and City Manager after an employee submits a request for alternate work schedule form. An alternate schedule will include at least two (2) consecutive days off per week. 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, unless mutually agreed by the employee and the supervisor.

## **6.3 Outside Employment**

Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work duties and/or responsibilities for the City, nor create a conflict of interest. An employee must submit written notification of outside employment to the department director.

## **6.4 Flex Time**

If mutually agreed upon by the employee and the employee's immediate supervisor, flex hours may be approved if the flex hours do not interfere with workload requirements. Flex hours must be approved in advance. Employees working an adjusted workday must flex their hours within the same workweek as defined in Section 6.1 and such schedule shall not result in overtime or compensatory time as identified in the Fair Labor Standards Act and WAC 296.128-500 unless specifically authorized.

## **6.5 Rest & Meal Breaks**

All employees shall receive a paid fifteen (15) minute break for each four (4) hours worked, in addition to their unpaid meal period. Employees working three (3) or more hours longer than a normal work day schedule shall be allowed at least one (1) additional thirty (30) minute unpaid meal period prior to or during the additional work period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week unless specifically authorized in writing by an employee's supervisor. Such authorization shall not result in payment of overtime or compensatory time.



## **6.6 Overtime**

Employees not designated in Appendix A as “Exempt from FLSA overtime” are entitled to overtime compensation. Overtime shall be compensated at one and one half (1 ½) times the employee’s normal hourly rate of pay for all time compensated over forty (40) hours per week. Overtime shall be paid in fifteen (15) minute increments. Except in emergent/emergency situations, all overtime must be approved in advance by the employee’s immediate supervisor or designee.

**6.6.1** For purposes of computing overtime, all contractual holidays, compensatory time, and Paid Time Off (PTO) shall be considered as time compensated.

**6.6.2 Non-pyramiding** - Compensation shall not be paid or compensatory time accrued more than once for the same hours under any provision of this Article or Agreement. Overtime pay shall not be duplicated or pyramided unless required by FLSA, in which case premium or overtime pay shall be based on the employee’s regular rate of pay.

**6.6.3 Assignment of Overtime** - Scheduled overtime is work assigned in advance that is not part of a normal work day. Scheduled overtime time shall be offered to qualified regular full-time or regular part-time employees on a voluntary first-come, first-served basis. If there are no volunteers to work the scheduled overtime, the City will assign overtime to the least senior qualified employee on a rotational basis as follows:

An overtime list will be established. Employees will be placed on the overtime list based on their classification seniority, in ascending order within their department. The employee at the top of the overtime list will be required to work the scheduled overtime opportunity. That employee then moves to the bottom of the list. Employees on PTO when their turn comes up for scheduled overtime will be assigned the next non-voluntary opportunity after their return from PTO.

**6.6.4 Management Leave** - Employees identified in Appendix A as “Exempt from FLSA overtime” in accordance with WAC 296-128-500 shall be eligible for management leave.

Every employee eligible for management leave shall be awarded eight (8) hours per calendar year. Additional days may be requested by the employee utilizing a Management Leave Request Form (Appendix D) based upon work load and projects. Approval is at the discretion of the supervisor and City Manager or designee. The cumulative total of management days granted to any employee shall not exceed five (5) days annually and shall not be carried over or cashed out. Use of management leave shall follow the PTO procedure. Leave shall be based on special projects and workload.

## **6.7 Standby**

The City may establish standby rosters for those functions requiring response by overtime eligible employees outside of regular work hours. Employees will be placed on the standby roster based on their classification seniority, in descending order within the department. Based on operational needs, a department may establish a single standby roster including multiple classifications or standby rosters by classification, and may determine whether inclusion on the standby roster is mandatory or voluntary (see 6.7.1 and 6.7.2 below). Employees may trade with or give away standby shifts to other qualified employees, with appropriate advance written notice to and approval from the supervisor.

While on assigned standby status, employees are required to be unimpaired, reply to the dispatch center within fifteen (15) minutes of any call, and remain within a geographic range allowing a maximum of a ninety (90) minute arrival time to the assigned work location from the time of the initial call. Employees on assigned standby status will be issued a City cell phone, and may be issued a City vehicle or required to use a personal vehicle for response.

When an employee takes a full scheduled work day of PTO for other than pre-scheduled appointments or to rest following a significant overnight callout, the employee will not be eligible to be on assigned standby status until the employee has returned to work and completed a full shift. The supervisor will offer the unstaffed standby opportunity to qualified employees on a voluntary first-come, first-served basis. If there are no volunteers, the supervisor will assign the standby to the next eligible employee as necessary.

Compensation for employees on assigned standby status will be pursuant to Article 10.1.

**6.7.1 Operations & Maintenance Standby** – Maintenance Workers assigned to Facilities Maintenance as of the date of contract ratification shall not be assigned to the standby roster, except by mutual consent of the employee and department director.

For the employees in Maintenance Worker classification series who have passed probation, participation in the standby roster shall be voluntary. However, if at any time there are fewer than ten (10) employees who volunteer to be on the roster, inclusion on the roster shall be mandatory based on inverse seniority until there are at least ten (10) employees on the roster.

Once a new employee in these job classifications has passed probation, the employee will be put onto the standby roster if not everyone on the roster was placed there voluntarily. The most senior employee on the roster will then have the opportunity to be removed from the roster.

**6.7.2 Requests to be on Standby Roster** - Employees in other classifications who meet the minimum qualifications of one of the classifications identified in 6.7.1 may request to be on the standby roster. Inclusion on the standby roster requires authorization by the employee's department director, and participation in training as required by the Operations Superintendent. If an employee is denied the opportunity to be on the standby roster, the employee's department director will provide a reason.

## **6.8 Callback**

An employee specifically called back to work outside the employee's regularly scheduled hours shall be paid a minimum of three (3) hours, pursuant to Article 10.2, except that an employee called back to work within one (1) hour of the beginning of the employee's regularly scheduled work day shall be compensated for one (1) hour. Except under the provisions of Section 6.10, employees who are not on standby may decline a call back opportunity without prejudice.

When an employee is on PTO, the employee will not be eligible for callback until the employee has returned to work and completed a full scheduled shift. The supervisor may offer the callback opportunity to another eligible employee as necessary. The City may waive the requirement to complete a full shift after taking PTO and before being subject to callback to address operational needs.

## **6.9 Compensatory Time**

Overtime worked may be accrued as compensatory time as agreed in advance by the employee and supervisor. Compensatory time is accrued at the rate of one and one half (1 ½) times the employee's regular rate of pay.

All compensatory time shall be recorded. Employees may accrue compensatory time without limit, providing that an employee may carry over no more than sixty (60) hours of compensatory time into the next calendar year. During the first pay period of December of each year, the City will cash out any accumulated compensatory time in excess of sixty (60) hours. The employee may exceed the sixty (60) hours of compensatory time, for a limited time, with the approval of his/her department director.

## **6.10 Declared Emergency Scheduling**

The City Manager or designee 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 eruptions, etc.) **all** employees are to report in to work as soon as possible after attending to immediate family health and safety needs. In the case of a declared City-wide 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 its jurisdiction for the duration of the declared emergency.

## **6.11 Other Emergency Work Assignment/Scheduling**

In order to address the operational management needs of a lesser emergency affecting only certain operations areas or a smaller portion of the City (i.e., storm, network failure, etc.), the following shall apply:

An employee's or group of employees' schedule(s) may be changed with less than the fourteen (14) days' notice required by Section 6.2, subject to terms:

**6.11.1** For an emergency requiring 24-hour response, employees may be assigned regularly recurring shifts different from their currently assigned shift. Such emergency shifts shall not be assigned as "Split-Shifts."

**6.11.2** The City will make a good faith effort to inform all affected employees as quickly as possible. The beginning and ending of emergency work assignments will be acknowledged via email or written notice. Such written notice is not the official method for assigning an employee to an emergency schedule, but is intended to clarify for the record when the emergency schedules were started and ended.

**6.11.3** Employees utilizing heavy equipment will be scheduled in a manner so as to conform to state and federal occupational safety regulations.

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

**6.11.5** Upon utilizing this section of the Agreement, overtime for eligible employees shall be compensated at one and one half (1 1/2) times the employee's normal hourly rate of pay for all time compensated: over eight (8) hours in a contiguous shift. All hours compensated in excess of forty (40) hours at straight time in a work week shall be compensated at one and one half (1 1/2) times the normal rate. No emergency schedule

change shall result in the reduction in an employee's number of scheduled hours in a work week.

**6.11.6** Employees assigned to a twelve (12) hour shift will receive two (2) unpaid thirty (30) minute meal periods and fifteen (15) minute paid breaks at intervals required by law.

**6.11.7** Employees shall receive shift differential (per Section 10.8) for all hours compensated between 5:00 p.m. and 8:00 a.m., subject to the non-pyramiding provisions of Section 6.6.2.

**6.11.8** Upon the determination of the City, emergency schedule assignments may be canceled, and employees shall resume their regular work schedules. Employees who have performed work within six (6) hours of their regular start time will be instructed to return to work halfway through their normal work shift. An emergency event shall not be declared and canceled multiple times within the same calendar day.

## **ARTICLE 7 – EMPLOYMENT PRACTICES**

### **7.1 Nondiscrimination**

The City and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with federal or state law governing employment discrimination. Administration and application consistent with federal or state law shall not be construed to be discrimination under this Article.

The City and the Union agree to provide equal opportunity as to the provisions of this Agreement to all member employees. Neither the City nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability, in violation of any local, state, or federal law.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to all genders.

### **7.2 Job Posting**

Human Resources will post available bargaining unit promotional opportunities internally and externally simultaneously. Union positions will be identified as such. The City will interview internal candidates who meet the minimum qualifications along with other qualified external candidates.

**7.2.1** The City shall not make direct appointments for bargaining unit positions. The transfer of an employee or the reassignment of an employee to a different position within the same classification within a department shall not be considered direct appointments.

### **7.3 Promotion**

When a new position is created or a vacancy occurs, employees who have been employed by the City for at least six (6) months are eligible to apply. An employee who applies and is not selected for a vacancy will receive notification from the hiring manager.

**7.3.1** Employees who are selected to fill a position in a higher paid classification in the bargaining unit shall serve a trial service period for six (6) months of work or twelve (12) months of work for civil service. During the trial service period, employees promoted to a regular position may return to their former positions at their option within the first six (6) weeks. If the employee does not successfully complete the trial service period, the employee may return to their former position if vacant or be placed on the recall list if filled.

**7.3.2** Upon promotion, the employee will be placed at the beginning of the new salary range or at the next defined pay step within the new salary range which results in a minimum of a four percent (4%) increase to the employee's current rate of pay. An employee will be eligible for step increases annually based on the effective date of the promotion.

#### **7.4 Transfer**

An employee who is given the option to transfer due to a reorganization or lay off shall not serve a trial service period. An employee who requests and is granted a transfer shall serve a trial service period.

#### **7.5 Reclassification**

An employee, an employee's supervisor/department director, City Manager, or Human Resources may initiate a reclassification request to the Director of Human Resources. Human Resources shall, within one hundred and twenty (120) calendar days or as otherwise mutually agreed with the Union, conduct an audit and analysis of the request which includes a portion to be completed by the employee in the affected position. Human Resources shall report to the department director and the employee the result of the findings.

Should it be determined the employee is working outside the employee's classification, the department director shall either adjust the employee's responsibilities to fall within the existing current classification or reclassify the affected employee to the newly identified classification.

**7.5.1** An employee reclassified to a classification with a higher salary range shall be placed in the new salary range at the step that leads to at least a four percent (4%) increase over of the employee's current rate of pay (or the minimum of the new salary range if a 4% increase would be below the bottom step of the new range). Wage increases and classification seniority date as a result of a reclassification shall be retroactive to the date when the reclassification request was submitted to the Director of Human Resources. The employee's anniversary date and performance evaluation date will be adjusted to match the date when the reclassification request was submitted to the Director of Human Resources.

**7.5.2** An employee reclassified to a classification with the same salary range shall maintain the current salary placement, performance evaluation date, and anniversary date. The classification seniority date shall be effective the date on which the reclassification was approved.

**7.5.3** An employee reclassified to a classification with a maximum salary that is lower than the employee's current salary shall have the salary frozen until such a time as the maximum salary of the new range (excluding the Master Step) meets or exceeds the employee's current salary. At that time, the employee shall be placed at the maximum salary of the new range unless a more favorable salary placement is recommended by the department director and approved by Human Resources and the City Manager. The wage

adjustment, employee anniversary date, performance evaluation date, and classification seniority date as a result of a downward reclassification shall be effective the date on which the reclassification was approved.

**7.5.4** An Employee reclassified to a classification with a lower salary range but with a maximum salary that is higher than the employee's current salary, shall be placed in the new salary range at the nearest step to the previous salary that would not result in a reduction in wages. The wage adjustment, employee anniversary date, performance evaluation date, and classification seniority date as a result of a downward reclassification shall be effective the date on which the reclassification was approved.

## **7.6 Demotion**

When an employee is demoted, either voluntarily or for cause, to a job classification with a lower salary range where the maximum salary is higher than the employee's current salary, the employee's salary shall be frozen until the employee's annual review date. On the employee's next annual review date, the employee shall be eligible for a salary increase.

When an employee is demoted, either voluntarily or for cause, to a salary range where the maximum salary is lower than the employee's current salary, the employee shall be placed at the maximum salary unless a more favorable salary placement is recommended by the department director and approved by Human Resources and the City Manager.

If an alternative salary placement is requested and approved, the employee's salary shall be frozen until such time as the maximum salary of the new range exceeds the employee's current salary.

## **7.7 City Policies**

Unless otherwise provided by the terms of this Agreement, the City of Lakewood Administrative, Personnel, and Safety Policies shall apply to members of this bargaining unit. Employees shall refer to City policies to resolve matters not covered by this Agreement. However, where there is a conflict between City policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

## **7.8 Personnel Files**

Employees shall have access to their personnel file with reasonable frequency. Employees who would like to review their file should contact Human Resources to schedule a convenient time for both the requesting employee and the Human Resources Department.

The employee shall be provided by the respective supervisor, a copy of written evaluations or disciplinary actions added to their personnel file. Employees shall have the right to provide a written response to any written evaluations or disciplinary actions included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

## **7.9 Evaluations**

Employee evaluations are a useful tool to provide the employee feedback, monitor/establish goals, and determine strengths and weaknesses. If necessary, a plan for improvement, training or other support should be jointly developed by the supervisor with the employee.

Evaluation may occur in two forms:

All regular employees shall be formally evaluated in writing by their immediate supervisor and/or department director or designee by the end of the probationary or trial service period and at least annually thereafter.

Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling, or written assessment.

The evaluation process may also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.10.

The employee's supervisor will give the employee a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. The content of performance evaluations is not subject to the grievance procedure. However, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

#### **7.10 Discipline/Corrective Action**

Any discipline, demotion, or discharge of a regular employee shall be based upon just cause.

Progressive discipline and/or corrective action may include:

- oral warnings, which will be identified as such by the City and documented;
- written reprimands, which may also include work performance improvement or corrective action plan for poor work performance or misconduct;
- suspension without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

Disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall document that the employee has seen and comprehends the gravity of the disciplinary action. Employees shall have the right to review and submit written comment on disciplinary actions in their personnel file.

A copy of the disciplinary notice shall be provided to the employee before it is placed in the personnel file. Employees who are issued a written reprimand, suspended without pay, demoted, or discharged may use the grievance procedure. If, as a result of the grievance procedure a different result is warranted, personnel records shall reflect the revised result.

The City will notify the Union in writing within three (3) working days after any notice of discharge is issued. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

An employee who reasonably believes that an investigatory interview with a supervisor may result in discipline has the right to request the presence of a Union representative at such an interview. Upon request, the employee shall be afforded a Union representative. The City will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action greater than a written reprimand. The City must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact, and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the City, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

Discipline greater than an oral warning may be subject to the grievance procedure as identified in this Agreement as it relates to just cause.

#### **7.11 Commercial Driver's License (CDL) Training**

The City will provide training for up to three (3) employees (final number to be determined by the City) in the Maintenance Worker classification series to get a CDL license in exchange for a commitment to remain employed with the City for two (2) years after the license is granted. Should the employee fail to obtain the CDL license following the training, the employee shall be required to reimburse the City for the cost of the training. Should the employee leave City employment during the first year after having obtained the CDL, the employee will be required to reimburse the City for seventy-five percent (75%) of the cost of the training. Should the employee leave City employment after the first year, but prior to completion of the second year, the employee shall be required to reimburse the City for twenty-five (25%) of the cost of the training.

#### **7.12 Temporary Loss of Commercial Driver's License for Medical Reasons**

An employee required to hold a Commercial Driver's License as a minimum job qualification and whose CDL is revoked for medical reasons shall be eligible for continued employment in the same classification on a temporary basis. Such continued employment is conditioned on the City having sufficient personnel to cover CDL-related duties without an increase in overtime costs, and on the employee providing certification from a health care provider that the medical basis for revocation can reasonably be corrected within a given time period, not to exceed twelve (12) months. Employees who have been employed less than five (5) years, who were previously provided an accommodation under this agreement within the past five (5) years, who are serving under a "last chance agreement," or whose CDL was revoked for non-medical reasons or drug/alcohol use are not eligible for continued employment.

If an employee's CDL is revoked for medical reasons, the employee shall promptly notify the City. The City and employee will meet to discuss a reasonable timeframe for the employee to requalify for the CDL and associated medical card. Absent special circumstances approved by the City at its sole discretion, this timeframe shall not exceed twelve (12) months.

An employee provided an accommodation under this agreement may be reassigned to a different position and shall have the employee's pay reduced three (3) steps on the salary schedule, effective the next pay cycle after revocation of the CDL. If the employee has not advanced to Step 3 of the salary schedule, the employee shall be moved to the entry wage on



the salary schedule. The employee shall retain all other rights and benefits of a regular employee. In the event an employee who had the CDL revoked due to medical reasons is able to subsequently re-qualify for the CDL and associated medical card, the employee will be placed back at the same step of the salary range the employee had at the time of revocation.

If any provision of this agreement conflicts with federal or state law governing CDLs or reasonable accommodation, then the minimum requirements of the law shall apply.

## **ARTICLE 8 – SENIORITY**

### **8.1 Seniority**

Seniority shall be defined by the length of continuous employment with the City in the specific classification involved and in all higher bargaining unit classes to which the employee has been promoted.

Seniority shall be established upon appointment to a regular full-time, regular part-time, or regular with an end date (limited term) position within the bargaining unit. No seniority shall be established while an employee is employed in a temporary, seasonal, work study/internship, or extra-hire position. A temporary employee who is hired into a regular position in the same classification without a break in service shall be credited for seniority from the date of hire into that classification.

Seniority shall not accrue while on a leave of absence without pay in excess of thirty (30) continuous calendar days. An employee's appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of federal or state legally protected leaves.

### **8.2 Probationary Period**

Upon successful completion of the probationary period, the City seniority of the regular employee shall be established as the recent date of hire including the probationary period.

### **8.3 Loss of Seniority**

An employee will lose seniority rights by and/or upon:

1. Resignation
2. Discharge
3. Retirement
4. Layoff / Recall list of more than eighteen (18) consecutive months.
5. Failure to respond to or declining one offer of recall to former or comparable employment.

Employees who are re-employed following the loss of seniority shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months or eighteen (18) months in the event of recall, the employee will, upon successful completion of the probationary period, regain the seniority they had as of the effective date that the employee resigned.

#### 8.4 Seniority List

The City shall update the seniority list and provide it to the Union annually upon request. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

#### 8.5 Application of Seniority

Seniority shall apply to:

- Layoff, Bumping and Recall, subject to Article 16
- Overtime Bidding
- Scheduling of Leave

### ARTICLE 9 – WAGES

#### 9.1 Wage Schedule

Effective and retroactive to January 1, 2024, the monthly salary schedule shall be increased by 5%. Employees who have left employment prior to the pay period in which the retroactive pay is processed will not be eligible for retroactive pay.

The following market adjustments will be effective January 1, 2024:

Class Title	Current Range	Proposed Range	% Increase
Permit Technician	24	25	2%
Administrative Assistant	25	27	4%
Public Records & Legal Specialist	28	29	2%
Engineering Technician	31	32	2%
Building Inspector	34	37	6%
Associate Planner	36	37	2%
Finance Analyst	38	40	4%
Associate Civil Engineer	43	45	4%
Civil Engineer	49	55	12%

Effective January 1, 2025, the 2024 monthly salary schedule shall be adjusted by 100% of the Seattle Tacoma Bellevue CPI-U June-June, with a minimum of 3% and a maximum of 5%.

Effective January 1, 2026, the 2025 monthly salary schedule shall be adjusted by 100% of the Seattle Tacoma Bellevue CPI-U June-June, with a minimum of 2% and a maximum of 4%.

Effective January 1, 2027, the 2026 monthly salary schedule shall be adjusted by 4%.

**9.1.1 Salary Plan Administration** - Each classification shall have an associated salary range with identified steps. On an employee's anniversary date, employees shall automatically advance one step (2%).

**9.1.2 Master Step Implementation** – An employee shall become eligible to move from Step 10 to the Master Step on the anniversary date following the completion of all the following requirements:

- A minimum of five calendar years of employment with the City; and
- A minimum of five years in the same classification series.

The City is in no way prohibited from advancing employees to the master step before these requirements are met if the City believes that the employee has achieved mastery in their field.

An employee who has reached the master step will keep this step placement even if moved to a lower classification in the same classification series due to a reduction in force, voluntary demotion, or transfer.

In addition to the requirements listed above, employees in the Maintenance Worker classification must acquire and maintain either a pesticide license or class A or class B commercial driver's license to be eligible for advancement to and continued eligibility for the Master step. This requirement shall not apply to Facilities Maintenance employees.

## **9.2 Hire-In Rates**

New regular employees shall normally be placed at the minimum rate of the appropriate salary range unless approved by the City Manager for placement above the minimum based on qualifications, salary history, or other consideration.

# **ARTICLE 10 – OTHER COMPENSATION**

## **10.1 Standby Pay**

An employee specifically assigned to standby status shall receive one (1) hour of additional compensation at his or her regular rate of pay for every seven (7) hour period of time assigned to standby status.

An employee assigned standby status on weekends shall be paid nine (9) hours of additional compensation at the employee's regular rate of pay for the weekend, starting at the end of the work shift Friday evening and ending at the beginning of the work shift on Monday morning.

When an employee is called back to work while on paid standby status, standby pay will continue to be paid.

Employees may elect to receive standby compensation in the form of pay or compensatory time at the straight-time (1.0x) rate, except that no employee may receive more than sixteen (16) hours of compensatory time per calendar year through this option.

## **10.2 Call Back Pay**

An employee specifically called back to work outside the employee's regularly scheduled hours shall be paid a minimum of three (3) hours. The rate of pay for the callback, whether within or in excess of the three (3) hour minimum, shall be in accordance with the FLSA and Section 6.6 (i.e., if overtime hours, paid at overtime rate). If the callback exceeds three (3) hours, the employee shall be compensated for time worked.

For the purpose of callback, if the employee is in active call back status, then time worked shall start from the time when an employee leaves his/her driveway or location at the time of the call and is en route in response to a call. Time worked shall conclude when the employee returns to his/her driveway or location at the time of the call. There shall be no additional compensation for calls taken by an employee who is already in active callback status, unless the time spent in active callback status exceeds the three (3) hours.

**10.2.1 Remote Work** - If an employee receives a work-related communication when off duty and is asked to work (e.g., troubleshoot problems) he/she will receive overtime pay at fifteen (15) minute increments, with a fifteen (15) minute minimum, regardless of the length of the response required. For communications that are received, and responses required, between 10:00 p.m. and 5:00 a.m., the employee shall receive overtime pay in thirty (30) minute increments. Remote work shall include any tasks that do not require the employee to leave home, including but not limited to telephone calls, remote access, or text messaging.

### **10.3 Temporary Assignment Pay**

Employees assigned by their designated supervisor or the City Manager to assume the preponderance of the duties of a higher level classification in a temporary capacity for at least four (4) continuous working days shall receive Temporary Assignment Pay commencing from the first day worked. Such assignments shall be in writing prior to or during the assignment. The assigned employee shall receive a five percent (5%) pay increase, or be placed at the beginning of the higher pay range, whichever is greater.

### **10.4 Mileage Reimbursement**

Employees placed on standby status may be provided a city vehicle, if available.

Employees who are required to use their own vehicles for City business shall be reimbursed in accordance with current Internal Revenue Service mileage rates and rules, minus any miles between home and work, except that employees called back to work in their personal vehicles shall be compensated at the appropriate IRS rate for actual miles traveled to and from his/her driveway or location at the time of the call with a maximum of twenty (20) miles each way.

### **10.5 Uniforms, Clothing, and Boots**

The City will provide required personal protective equipment, uniforms, and clothing, and boot allowances as set forth in Appendix B.

#### **10.5.1 Personal Protective Equipment (PPEs)**

The City will supply personal protective equipment to employees for their use as required by state law and pursuant to City policy #1300-09) and as identified as such and listed in Appendix B. Employees are required to wear personal protective equipment and boots as necessary to safely perform assigned work tasks. All personal protective equipment shall remain the property of the City and shall be worn for municipal purposes only.

#### **10.5.2. Uniforms and Clothing**

Uniforms and other clothing are to be kept clean and neat in appearance as much as possible under current working conditions. Routine maintenance of uniforms and other clothing, including washing, ironing, and mending, will be the responsibility of the

employee. Employees are required to comply with the model dress code if one is established for their department.

### **10.5.3 City Logo Items Provided by the City**

City logo items purchased and/or provided by the City remain the property of the City and shall be worn for municipal purposes only. Employees are required to wear City logo items provided by the City as directed by their supervisor.

### **10.5.4 Boot Allowances**

Boot allowances shall be provided by the City no later than the first payday of February of each calendar year. No employee shall receive more than one boot allowance per calendar year.

New employees shall receive required clothing/equipment and/or boot allowances. However, an employee who receives a boot allowance and who does not pass probation will be required to reimburse the City for the boot allowance through payroll deduction from the employee's final paycheck.

## **10.6 Foreign Language Proficiency Pay**

Employees shall receive foreign language proficiency pay of three percent (3%) added to their base pay when language skills have been confirmed by such method as the City shall reasonably determine. Employees having conversational proficiency in Cambodian, Laotian, Vietnamese, Spanish, Korean, Russian, German, American Sign Language, and any other foreign language approved by the City can qualify for this pay.

## **10.7 Tuition Reimbursement**

Tuition reimbursement may be provided at the sole discretion of the City and in accordance with City policy 800-14. Tuition reimbursement may be considered additional compensation by the Internal Revenue Service (IRS) and subject to taxation.

## **10.8 Shift Differential**

A shift differential of one dollar (\$1.00) per hour will be paid to all regular bargaining unit employees who are assigned to work at least three (3) hours between 5:00 p.m. and 8:00 a.m.

Exceptions to shift differential:

- Shifts starting between 6:00 a.m. and 8:00 a.m. will not be eligible for shift differential pay.
- Work that is scheduled after 5:00 p.m. and before 8:00 a.m. on the basis of convenience to the employee, including alternative work schedules in accordance with Article 6, shall not be considered shift differential for the purpose of this provision.
- Shift differential does not apply to an occasional call out or scheduled overtime for several hours prior to the start or after the end of any given regular shift.

Shift differential shall be calculated as part of the hourly rate of pay when applying the provisions of this Agreement in other sections. Shift differential is to be paid only for the specified hours as stated above.

When an employee who usually works a differential eligible shift is temporarily assigned to a non-differential eligible shift for a period of five (5) working days or less, the employee shall continue

to receive any shift differential. A temporary change in shift assignment initiated by the employee is not covered by this provision.

Work schedules may be adjusted at the City's discretion in accordance with Section 6.2.

## **ARTICLE 11 - HOLIDAYS**

### **11.1 Holidays**

The City shall provide eight (8) hours of compensation for regular full-time employees and pro-rated hours for regular part-time employees for the following holidays and such other days as the City Council may identify:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th
Floating Holiday	Employee's Choice

**11.1.1** The City traditionally releases employees early, with pay, on both Christmas Eve and New Year's Eve. The City will strive to continue this practice when feasible based on work load and safety.

**11.1.2** An employee must request the use of a Floating Holiday in advance and be granted approval by the immediate supervisor, Department Director or designee. Such requests shall not be unreasonably denied. The floating holiday must be taken during the anniversary year or it will be forfeited.

**11.1.3** Employees regularly assigned to an alternative work schedule (e.g.: 4/10 schedule) who would normally work more than eight (8) hours on the observed holiday may elect to use either accrued PTO, floating holiday, comp time, or leave without pay on such holidays in order to bring their hours up to their regularly scheduled number of hours for the day.

### **11.2 Religious Observance**

Employees will be granted time off for religious observances. Such time off shall be arranged in advance with the employee's immediate supervisor. Employees may use eligible leave, leave without pay, or make alternative work schedule arrangements. Approval of leave under this provision shall be in accordance with RCW 1.16.050(3).

### **11.3 Holiday Observance**

Any holiday that falls on a Saturday shall be observed on the preceding Friday, and any holiday that falls on a Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule, a schedule with weekend work, or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the City within the same pay period.

#### **11.4 Holiday Compensation**

Holiday compensation is defined as two and one-half (2 1/2) times the employee's regular hourly rate of pay for a maximum of eight (8) hours. Employees shall be paid no more than eight (8) hours of holiday compensation pay for working on either an actual or observed holiday, but not both, regardless of the individual's schedule that day.

There shall be no pyramiding of holiday compensation as per Article 6.6.2.

### **ARTICLE 12 – PAID TIME OFF (PTO)**

#### **12.1 Paid Time Off Accrual**

PTO is a benefit granted to employees to continue normal compensation during approved absences. All full-time regular employees shall accrue PTO at the following annualized accrual rates.

During the first year	200 hours of leave per year
After the 1st year through 2 years	208 hours of leave per year
After the 2nd through 4 years	216 hours of leave per year
After the 4th through 9 years	232 hours of leave per year
After the 9th through 14 years	264 hours of leave per year
After the 14th through 20 years	296 hours of leave per year
After 20th year through 29 years	312 hours of leave per year
After 29th year	320 hours of leave per year

Any regular part-time employees shall accrue PTO leave pro-rated to match the FTE percentage and adjusted by actual hours worked.

PTO accrues on a pay period basis and is not available for use during the pay period in which it is accrued. PTO will only accrue when the employee is in paid status (working or using accrued paid leave) for at least forty (40) hours in the pay period, unless accrual is required to comply with the State paid sick leave law.

#### **12.2 Paid Time Off Accrual Maximum**

Any accrued and unused PTO shall be accumulated for succeeding years, except that, as of the end of the calendar year, the maximum accrual amount carried forward into the next year shall not exceed eight hundred (800) hours.

Employees with a PTO balance in excess of six hundred (600) hours OR at least ten (10) years of service as of 1/1/24 shall be "grandfathered" and allowed a maximum carryforward amount of one thousand one hundred (1,100) hours.

If the employee has an accrual balance within 100 hours of their maximum balance of PTO as of July 1st of any year, the employee's supervisor will meet with the employee to identify

mutually agreeable opportunities to take leave during the remaining six (6) months of the calendar year so that the employee's PTO accrual balance will not exceed the maximum carryforward as of the end of the calendar year.

### **12.3 Use of Paid Time Off by FLSA-exempt Employees**

Employees shall not be eligible to use PTO in the first sixty (60) calendar days of their probationary period for any purpose other than a medical condition for which there is certification from a health care provider.

PTO must be requested and approved in advance whenever possible. When an employee needs to be absent for an unanticipated reason, the employee must follow the applicable department procedure for reporting unscheduled absences.

Abuse and misuse of unscheduled PTO are grounds for discipline. The City may investigate cases of suspected unscheduled PTO abuse or misuse, and may at any time during the course of that investigation request the employee provide certification attesting to illness, injury or other reason for leave. Except in cases of confirmed PTO abuse, employees' use of unscheduled PTO shall not be used as criteria for performance evaluation.

An employee who has been previously counseled about abuse, misuse, or excessive use of unscheduled PTO may, with the concurrence of Human Resources, be required to provide certification from a health care provider for use of unscheduled PTO. Grievances in regard to this provision may not be processed beyond Step 3 of the grievance procedure in this Agreement.

An employee must use accrued leave prior to taking any unpaid leave, except that an employee may elect to retain up to forty (40) hours of PTO (pro-rated by their FTE) for use upon return to work following an FMLA qualifying event, and may, if eligible and for qualifying events, apply for Washington Paid Family Medical Leave (PFML) benefits in lieu of using accrued PTO.

#### **12.3.1 Use of Paid Time Off by FLSA-non-exempt Employees for Sick Leave -**

Regular FLSA-non-exempt employees shall be eligible to use paid time off for sick leave and shall be subject to the provisions required by law as set forth in City of Lakewood Personnel Policy and Procedure 800-24 Paid Sick Leave.

#### **12.3.2 Use of Paid Time Off by FLSA-non-exempt Employees for Absences Other Than Sick Leave or Family Leave -**

PTO for absences other than sick leave must be requested by the employee and approved by the supervisor in advance whenever possible. When an employee needs to be absent for an unanticipated reason other than sick leave as provided in 12.3.1, the employee must follow the applicable department procedure for reporting unscheduled absences. Such absences are subject to the approval of the City based on staffing needs.

An employee must use accrued leave prior to taking any unpaid leave, except that an employee may elect to retain up to forty (40) hours of PTO (pro-rated by their FTE) for use upon return to work following an FMLA-qualifying event, and may, if eligible and for qualifying events, apply for Washington Paid Family Medical Leave (PFML) benefits in lieu of using accrued PTO.

### **12.4 Shared Paid Time Off**

If an employee needs to take leave due to a personal or family member's serious health condition and has no accrued PTO available, the employee may request shared leave. Such



requests shall be in writing and shall include documentation from a health care provider certifying the need for the leave. Shared leave requests to and donations from other employees will be coordinated by the City, and will request donations into a shared leave pool, rather than for individual employees.

Employees may donate PTO in one (1) hour increments. However, at no time shall an employee be permitted to donate PTO if such donation would cause the employee's PTO bank to fall below forty (40) hours. The forty (40) hour limit is net of pending PTO already scheduled for the employee.

Employees wishing to donate PTO must do so in writing, complying with such reasonable deadlines as necessary to ensure timely payroll processing.

Donated PTO will be used on a first in, first out basis and shall not be deducted from the employee's leave bank until the pay period for which it is needed, to avoid any need to return donated leave to the donor.

### **12.5 Payment of Paid Time Off Upon Separation**

Upon separation an employee (or deceased employee's beneficiary) shall receive payment equal to sixty-five percent (65%) of such employee's then accrued and unused PTO bank.

In the event of an employee's death due to an on the job injury or illness as determined by the Washington State Department of Labor and Industries, the deceased employee's beneficiary shall receive payment equal to 100% of the employees then accrued and unused PTO bank up to the accrual and carryforward maximum.

An employee recalled to work from layoff under the provisions of Article 16 shall be provided a PTO bank equivalent to thirty-five percent (35%) of the number of hours held prior to separation due to layoff.

## **ARTICLE 13 – ON THE JOB INJURIES/KOS/L&I PREMIUM**

### **13.1 Kept on Salary (KOS)**

An employee who sustains an occupational injury or illness while acting in the course of employment and qualifies for time loss through Labor & Industries (L&I) shall continue to receive the regular salary for up to two hundred (200) hours of missed work per claim (prorated for part-time employees based on FTE status).

### **13.2 Family and Medical Leave Act (FMLA) Designation**

The City will designate FMLA for eligible employees and qualifying events, consistent with the law. The City will pay its portion of the employee's health insurance benefit while on FMLA, as required.

### **13.3 Time Loss Compensation**

If the absence exceeds the Kept on Salary (KOS) hours provided in 13.1, the employee shall receive any applicable worker's compensation time-loss benefits directly from L&I. The employee may offset any reduction in regular pay, up to a maximum of 100%, with use of the employee's eligible accrued leave, as provided in Department of Labor and Industries rules. Once FMLA is exhausted and while receiving L&I time loss compensation, the employee may either use accrued leave to pay the full employer and employee premiums, or go on COBRA to maintain health insurance benefits.

#### **13.4 L&I Premium**

Employees shall pay their portion of any industrial insurance premiums as identified by L&I.

#### **13.5 Temporary Modified Duty**

The City will consider temporary modified duty assignments for employees who are temporarily unable to perform their regular duties, pursuant to Personnel Policy and Procedure 1200-03 Temporary Modified Duty.

### **ARTICLE 14 – LEAVES OF ABSENCE**

#### **14.1 In General**

All leaves are to be requested in writing as far in advance as possible. Denial of leave shall be in writing upon request of the employee.

#### **14.2 Jury Duty/Court**

Employees subpoenaed to appear as a witness in a court proceeding as a result of their official City of Lakewood duties or directed to appear for jury service will receive pay at their regular rate of pay for work hours missed because of their required service. Employees must notify their supervisors upon receipt of a directive or subpoena for jury or witness duties, keep their supervisors apprised of the schedule for their jury or witness duties, and report to work when the court schedule permits. Any compensation paid to an employee for jury or witness service, other than reimbursement for expenses, must be paid to the City upon receipt.

An employee who is relieved of jury duty on or before the mid-point of his or her shift shall contact the employee's supervisor for return to work instructions.

#### **14.3 Military Leave**

All regular employees shall be allowed military leave as required by RCW 38.40.060. This provides for twenty-one (21) working days of paid military leave per year (October 1 through September 30).

#### **14.4 Bereavement**

Employees who suffer a death of the employee's child (biological, step, adopted and foster), spouse, parent, grandparent, grandchild, step family member (parent, sister or brother), in-law (parent, sister or brother) or any person residing in the employee's household who qualifies as a dependent under Internal Revenue Service (IRS) regulations or of their registered domestic partner shall be granted up to three (3) days off with full pay for each loss. Additional leave may be granted at the discretion of the City and such additional bereavement leave shall be deducted from accrued paid time off. Bereavement leave must be taken in close proximity to and within thirty (30) days of the event unless approved by the City Manager or designee.

#### **14.5 Seniority Adjustments**

The City shall adjust the employee's anniversary date to reflect any period of unpaid leave in excess of thirty (30) continuous calendar days. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as federal FMLA, state Paid Family Medical Leave (PFML), or military leave.

#### **14.6 Leave Without Pay**

If authorized by the City, regular employees may take up to ninety (90) continuous calendar days of leave without pay exclusive of FMLA leave. Leaves without pay of thirty (30) days or less require approval by the Department Director. Leaves without pay in excess of thirty (30) calendar days require authorization by the City Manager or designee.

**14.6.1** While on leave without pay no benefits shall accrue. The employee shall be responsible for payment of any health insurance premiums during periods of unpaid leave. Furthermore, the rules of all benefit providers shall apply.

#### **14.7 Family Leave**

The City will comply with the provisions of federal and state family medical leave laws and will administer those law pursuant to City Policy and Procedure 800-07 Family and Medical Leave Act Leave of Absence, and 800-25 Paid Family Medical Leave. The City and employee shall each pay a portion of the Paid Family Medical Leave (PFML) premium to fund benefits pursuant to RCW 50A.04.

### **ARTICLE 15 – HEALTH AND WELFARE**

#### **15.1 Insurance Benefits**

The City agrees to provide the option of medical, dental, vision, and life insurance to all regular full-time, regular part-time, regular with an end date (limited term), represented temporary employees, and their dependents.

**15.1.1 Medical Insurance** - The medical insurance plans offered shall be AWC Healthfirst 250, Kaiser Permanente \$20 Copay, and a High Deductible Health Plan with Health Savings Account, as offered through the Association of Washington Cities Benefit Trust.

The City shall pay the equivalent of one hundred percent (100%) of the premiums for employee and dependent medical coverage of the applicable tiered rate premiums for AWC HDHP with HSA contributions for the applicable year as identified below.

<b>Category</b>	<b>Annual Contribution</b>
Employee Only	\$3,350.00
Employee and Spouse	\$4,500.00
Employee, Spouse and 1 Child	\$5,750.00
Employee, Spouse and 2 or More Children	\$6,750.00
Employee and 1 Child	\$4,500.00
Employee and 2 or More Children	\$5,750.00

Refer to Personnel Policy #800-16 for additional HDHP plan information.

If a plan other than the HDHP is selected, the employee shall pay any premiums in excess of the combined cost of the tiered HDHP plan premium plus the associated HSA contributions. If premiums are less expensive, the difference of up to \$500 per year will be placed into a Flexible Spending Account (FSA) for the affected employee as allowed by IRS rules, with any additional difference paid to the employee as taxable wages.

### **15.1.2 Plan Elimination**

If a medical, dental, or vision plan offered by the City is going to be eliminated, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the City will move employees to the next available plan offering the closest available substantially similar coverage.

### **15.1.3 Medical Insurance Premiums for Part-time Employees**

City premium contributions will be prorated based on FTE status for those employees who work less than full-time and are eligible for health insurance benefits pursuant to Article 2.1.

### **15.1.4 Medical Insurance Opt-out Payment**

Employees eligible for health insurance benefits pursuant to Article 2.1 may opt out of medical insurances pursuant to City policy 800-13, and will receive \$300 per month in lieu of medical insurance benefits. Benefit-eligible part-time employees may opt out of medical insurance on a pro-rated basis pursuant to City policy 800-12.

### **15.1.5 Dental and Vision**

The City shall pay one hundred percent (100%) of the premium for full-time employee coverage and one hundred percent (100%) of the premium for full-time employee's dependent coverage for dental and vision insurance coverage. The vision plan in effect at the time of this Agreement is Vision Services Plan (VSP). The dental insurance plan in effect at the time of this Agreement is Delta Dental Plan E as offered through the Association of Washington Cities.

City premium contributions will be prorated based on FTE status for those employees who work less than full-time and are eligible for health insurance benefits pursuant to Article 2.1. Where underwriting rules do not allow for strict prorating, alternate calculations may apply with the intent to provide appropriate overall benefit percentages.

### **15.1.6 Life Insurance**

The City shall pay one hundred percent (100%) of the premium for an employee's term life insurance coverage that has a policy value of the annual base rate of pay of the employee, rounded up to the next thousand. The employee is responsible for any taxes associated with this benefit.

### **15.1.7 Survivor Income Life Insurance**

The City agrees to pay one hundred percent (100%) of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor income life insurance policy in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.

### **15.1.8 Long Term Disability Insurance**

The City agrees to pay one hundred percent (100%) of the premium for long term disability policy with a ninety (90) day waiting period for each employee. The long term disability insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-B.

## **15.2 Flexible Spending Account (FSA)**

The City shall provide an eligible IRS Section 125 Flexible Spending Account. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care

expenses with pre-tax dollars. The City makes no contribution beyond that described in Section 15.1.1, no assurance of ongoing participation, and assumes no liability for claims or benefits.

### **15.3 Social Security Replacement and Retirement**

The City shall provide a Social Security Replacement Account for each employee, as currently offered through Mission Square. The contribution rates shall be 4.77% for the City and 6.2% for the employee based on total wages.

Employees in eligible positions will be covered by the Washington State Public Employees Retirement System (PERS). . The City and employee shall pay the contribution rates established by statute.

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

### **15.4 Deferred Compensation**

The City shall match the employee's contribution, by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed three percent (3%) of the employee's base monthly pay rate.

Effective 1/1/26, the City will provide an additional 1% match for employees with 10+ years of service (up to 4% total match), and an additional 1% match for employees with 20+ years of service (up to 5% total match).

## **ARTICLE 16 – LAYOFF & RECALL**

### **16.1 Layoff**

A layoff is defined as the anticipated and ongoing or prolonged reduction in the number of full-time equivalent (FTE) positions, the number of part-time positions, or reduction in hours within a job classification covered by this Agreement. A reduction in force or classification may occur because of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department. Regular with end date employees (as defined in this Agreement) shall not be considered laid off at the conclusion of their project or term, and the City will not contest unemployment claims indicating termination due to lack of work. The City shall determine the position(s) within the affected department(s) to be eliminated or reduced in hours. The provisions of this Article shall determine which employee is ultimately laid off.

### **16.2 Notification of Layoff to Union**

The Union shall be notified in writing of any reduction in hours proposed by the City, including the purpose, scope, and duration of the proposed reduction, along with an updated seniority list. The City and the Union shall meet at least one (1) week prior to the notice period identified in 16.6 below to discuss the reasons and timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the City prior to implementation of layoff. The City and Union shall discuss the timeline and process for providing notification to impacted employees. Ongoing discussions shall not preclude the City from requesting volunteers to change employment status for the purpose of cost savings or from moving forward with notifications to employees as identified below.

### **16.3 Seniority for Purpose of Layoff**

Seniority for the purpose of layoff, bumping, and recall rights shall be the length of continuous service with the City in the specific classification involved and in all higher bargaining unit classes the employee has held. Employees who are transferred between departments shall carry their seniority, as defined above, from their previous department to the department to which they are transferred.

In the event of two (2) employees having the same seniority, City seniority shall be determinative. In the event of two (2) employees having the same City seniority, bargaining unit seniority shall be determinative. In the event of two (2) employees having the same bargaining unit seniority, seniority shall be determined by lot.

### **16.4 Order of Layoff**

If there are more positions identified for layoff than employees who volunteer pursuant to Article 16.5 and if there are probationary employees in the classification, the probationary employee(s) shall be laid off and shall be ineligible to select among layoff options.

No regular employees shall be subject to layoff while there are temporary, represented temporary, probationary, internship, extra help or seasonal employees serving in the same classification. When a regular employee is laid off, seniority (as defined in Section 16.2) shall determine the affected employee within the affected department.

### **16.5 Volunteering for Layoff**

Prior to providing written notice to employees in positions identified for layoff pursuant to Article 16.6, the City shall seek volunteers for layoff from among those employees who work in the job classification(s) identified for reduction of positions. The request for volunteers for layoff shall be posted for five (5) business days. If there are more employees who volunteer for layoff than employees in positions to be eliminated, layoffs will occur among those employees who volunteered based on total City seniority in descending order. Employees who volunteer for layoff retain recall rights as described in Section 16.8 but are not eligible to select among layoff options. The City and Union may collaborate on an incentive program to encourage volunteers for layoff.

### **16.6 Notification of Layoff to Employee**

Employees in positions identified for layoff shall be given formal written notice of layoff and a copy of the classification seniority list at least thirty (30) calendar days prior to the effective date of layoff. If the City does not provide thirty (30) calendar days written notice, the City shall compensate the employee at his or her normal rate of pay and benefits for the time between the last day of work and thirty (30) calendar days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee. The notice shall include identification of the applicable bumping opportunity, if any. A single thirty (30) calendar day notice is required, irrespective of the number of bumps that occur.

### **16.7 Layoff Options**

Employees who have been notified of layoff and have completed their probationary period shall have the following options:

- Accept layoff and retain recall rights
- Accept an offer of placement in a vacant regular or temporary position within the same classification for which they qualify and retain recall rights
- Exercise bumping rights and retain recall rights
- Accept an offer of a reduction in hours and retain recall rights

**16.7.1 Accept Placement in a Vacant Position** - An employee may be offered placement in a vacant position within the same classification for which the employee meets the minimum qualifications or may be offered a temporary position if one is available and the employee has the ability to perform the work. An employee who accepts such an assignment in a regular or temporary position will retain recall rights. An employee who has been notified of layoff and who accepts a temporary assignment will be provided the benefits and provisions of the temporary assignment.

**16.7.2 Bumping Rights** - An employee desiring to exercise bumping rights must do so by delivering written notice to Human Resources within five (5) working days of receipt of layoff notice.

Bumping rights may be exercised as follows:

- a. An employee shall first have the right to bump the least senior regular employee in the employee's current classification within another department in the City; except that non civil service employees shall not have the right to bump into civil service positions.
- b. If no bumping option exists under 16.7.2.a, the employee shall next have the right to bump the least senior regular employee in the next lower classification within the employee's current classification series as defined in Appendix C; then the next lower job classification within the employee's current classification series, progressively.
- c. If no bumping option exists under 16.7.2.b within the employee's current classification series, the employee shall next have the right to bump the least senior regular employee in the most recently held classification in which he/she has held status at the City of Lakewood within the last four (4) years; then the next lower job classification within the last four (4) years, progressively.
- d. If no bumping option exists under 16.7.2.c, the employee shall next have the right to bump the least senior Regular with End Date employee in a position within the employee's classification series for which the employee is qualified.

If no bumping options exist under 16.7.2.a, 16.7.2.b, 16.7.2.c, or 16.7.2.d, then the employee has no bumping rights.

In all cases involving bumping, the following provisions must apply:

- a. Employees exercising bumping rights must meet the minimum qualifications for the position as described in the job description and civil service rules, if applicable.
- b. Employees exercising bumping rights must have more seniority (as defined in Section 16.3) than the person being bumped.
- c. Employees exercising bumping rights shall not bump into a higher classification. Regular full-time employees shall have the option of bumping full or part-time employees. Regular part-time employees may only bump part-time employees with an equal or lesser FTE status.

An employee who has exercised bumping rights shall retain the employee's current salary providing it does not exceed the maximum salary of the new range. If the

employee's current salary exceeds the maximum of the new range, the employee's salary shall be reduced to the maximum of the new range. An employee bumping to another position shall retain the employee's previous anniversary date for purposes of eligibility for salary increases.

### **16.8 Recall**

An employee impacted by layoff as defined in Section 16.1 shall be entitled to recall to a position within the classification held immediately prior to the layoff for a period of eighteen (18) months from the effective date of the layoff. Recall from layoff shall be in order of seniority.

### **IT SHALL BE THE RESPONSIBILITY OF ANY LAID OFF EMPLOYEE TO PROVIDE THE CITY WITH THE EMPLOYEE'S CONTACT INFORMATION.**

An employee shall be considered to have relinquished all recall rights if:

- The employee elects not to accept one (1) offer to return to work in the classification from which the employee was laid off;
- The employee fails to respond within seven (7) calendar days of the offer of recall.

If an employee elects not to accept an offer of recall to a position with fewer hours, the employee retains recall rights for the balance of the recall period. An employee who is recalled to a regular position will not have to serve a probationary period.

Employees shall not lose any previously accrued seniority as a result of layoff for a period of up to eighteen (18) months, provided that no benefits shall be accrued during the period of layoff. Employees who have separated from service as a result of layoff shall be recalled to the same salary step and PTO accrual rate at the time of layoff. Employees recalled from a lower classification shall be recalled to the same salary step, but shall continue to accrue PTO according to the schedule listed in Article 12.

Employees recalled from layoff shall be credited with a PTO bank equivalent to thirty-five percent (35%) of the PTO hours the employee had in their bank at the time of layoff.

### **16.9 Re-employment**

During the eighteen (18) month recall period, employees who have been laid off shall be sent announcements for positions being filled within the bargaining unit for which there are no laid off employees with recall rights.

Laid off employees will have the opportunity to apply during the three (3) day internal posting period.

A laid off employee who is re-employed in a regular position with the City in a classification other than from which the employee last held shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months. An employee who does not successfully complete the probationary period shall be eligible for recall to the classification held prior to layoff for the remaining portion of the eighteen (18) month recall period.

Employees who have separated from service as a result of layoff and who are re-employed during the recall period shall receive the same PTO accrual rate at the time of layoff and shall



be credited with a PTO bank equivalent to thirty-five percent (35%) of the PTO hours the employee had in their bank at the time of layoff.

#### **16.10 Unemployment Claims**

The City will not contest the unemployment benefit claim of employees who are laid off under the provisions of the Article and apply for unemployment compensation benefits and indicate termination of employment due to bona fide layoff.

### **ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES**

#### **17.1 Purpose of Committee**

The City and the Union agree that, from time to time, suggestions and issues of a general nature affecting the Union and the City need consideration.

The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Labor/Management meetings shall be scheduled quarterly or as requested by either party to discuss matters of mutual concern. Such meetings will occur during normal business hours. Not less than five (5) business days before the meeting is to be held, each party will advise the other of matters to be placed on the agenda. Unless otherwise agreed, the agenda will be limited to such matters.

#### **17.2 Composition of Committee**

The Labor Management Committee meetings will include a minimum of three (3) and a maximum of five (5) representatives from each party, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues that may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

#### **17.3 Compensation**

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

#### **17.4 Joint Labor Council**

From time to time the City Manager may convene a joint labor council to discuss matters of mutual concern. Labor representation shall consist of a maximum of two (2) representatives from each of the City's bargaining units.

The Joint Labor Council shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

### **ARTICLE 18 – SAFETY AND SECURITY**

### **18.1 Safe Workplace**

The City is responsible for maintaining a safe workplace. The City shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees who reasonably believe there is a workplace safety issue shall immediately contact a supervisor who shall make a determination with regard to safety. The supervisor's determination will be final and the employee will perform the work but may refer the matter to the safety committee or Human Resources.

All on-the-job injuries must be reported promptly (as soon as possible and within 24 hours) to the injured employee's supervisor. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

### **18.2 Safety Plan**

The City shall develop and follow written policies and procedures to address on-the-job safety in conformance with state and federal laws.

### **18.3 Drug Free Workplace**

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that the City provide a drug free workplace. The City has established Personnel Policy and Procedure 500-10 Alcohol and Drug Free Work Environment, and employees are expected to be familiar with and comply with its requirements.

### **18.4 Workplace Violence**

Workplace violence, including threats of violence by or against a City employee, will not be tolerated and shall be immediately reported to the employee's direct supervisor, department director, or Human Resources, whether or not physical injury occurs.

### **18.5 Use of Electronic Monitoring Systems**

The City uses electronic monitoring systems to provide for workplace safety and security and to increase operating efficiencies and performance. The following does not apply to any electronic monitoring performed as part of any criminal investigation pertaining to specific employees.

#### **18.5.1 Current Systems**

**Key Cards:** The City issues employees key cards which provide access to specific facilities or areas of facilities. The data from this system is capable of showing a record of employee movement through the facility.

**Video Cameras:** The City currently uses video cameras, both motion-activated and continuous on a ninety (90) day recording loop in hallways and foyers of City facilities and other areas of the Municipal Court and Police Department and may add cameras in entry and exit areas adjacent to and within critical locations such as server rooms, and other areas where high value items are located. Entrances to areas restricted to employees where video cameras are in use will be clearly marked. Cameras will not be used to record audio.

**Global Positioning System (GPS) Technology:** The City may install and use global positioning system (GPS) technology on City vehicles to enhance employee safety and the ability of supervisors in the field to allocate resources as needed, and specifically during snow and ice removal or other emergency operations. Additionally, there is the

ability to conduct historical reviews of employee locations that can provide accuracy and transparency during complaint investigations. All City vehicles driven by ASCME members will be marked with signage indicating that GPS devices may be in use.

**18.5.2 Notice of Additional Systems:** The union and employees shall be notified prior to implementation of any additional forms of electronic monitoring proposed by the City to be implemented on a routine and ongoing basis for the primary purpose of monitoring workplace safety and security or employee productivity and performance.

**18.5.3 Access:** City supervisors and above have the authority to access systems to monitor and improve workplace safety and productivity, to respond to lawful public disclosure requests, and when necessary to use as a fact finding tool for a complaint investigation. Supervisors and above may request to review specific information for a specific incident when there is a specific articulable reason justifying such review. Such reviews for complaint investigation purposes require Human Resources Director approval.

**18.5.4 Use of Data:** Historic data may not be used to monitor or evaluate an employee's performance. Data acquired by electronic means may be used to evaluate workplace productivity or compliance with standards of conduct. The City will not use such electronic monitoring data as the catalyst or the primary basis to initiate an investigation and will not rely solely on such data to take disciplinary action. Disciplinary action is not the focus or intent of the use of these electronic monitoring systems, however the data may be used as a tool in a fact finding investigation into a complaint made against a City employee. In the event that data acquired by electronic means is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed.

**18.5.5 Record Retention:** Records will be retained in accordance with State records retention law. If records requested identify a specific employee, the employee shall be provided notice prior to the release of such records in accordance with applicable law.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.1 Grievance Defined**

A "Grievance" means a claim or dispute by an employee, the Union, or City with respect to the interpretation or application of the provisions of this Agreement. Grievance time frames may be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

### **19.2 Grievance Procedure**

In the event of a grievance, the following procedure shall be used:

Step 1 – An employee, the Union, or the City must present a grievance in writing within ten (10) working days of its alleged occurrence or within ten (10) days of when the grievant knew or should have known of its alleged occurrence, to the employee's designated supervisor, defined as the supervisor charged with conducting the employee's performance evaluation as of the date the grievance is submitted, with a copy to Human

Resources and the affected employee. The grievance should be signed by the employee, Union, or City representative and must state the issue, the section of this Agreement violated, facts giving rise to the grievance, and the remedy sought. The designated supervisor shall consult with the Union to try to resolve the grievance and shall respond in writing within ten (10) working days after it is presented to him or her.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

Step 2 - If the employee, Union, or the City is not satisfied with the solution of the designated supervisor, the grievance, in writing, together with all pertinent materials may be presented to the Department Director in writing, with a copy to Human Resources, by the employee, Union, or City within ten (10) working days after receiving the designated supervisor's response. The department director shall consult with the Union to try to resolve the grievance and shall respond in writing within ten (10) working days after it is presented to him or her. If the department director is the designated supervisor as defined in Step 1 above, the written grievance may be immediately advanced to Step 3 below.

Step 3 - If the grievance is not satisfactorily resolved by the department director and the Union, the City Manager or designee and the Union Staff Representative will meet for purposes of resolution of the grievance or to acknowledge that mutually agreeable resolution is not possible. If mutually agreeable resolution is not possible, within thirty (30) working days following the response and acknowledgement, the Union or City may refer the grievance to an arbitrator. Employee grievances must have approval of the Union officers prior to being referred to an arbitrator.

Step 4 - Arbitration – If agreement cannot be reached as to the arbitrator, the parties shall jointly request the Public Employment Relations Commission to provide a panel of seven (7) arbitrators from which the parties may select one (1). The representatives of the City and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name is not eliminated shall be the arbitrator. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his or her decision based on the alleged violation of the provision(s) of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon both parties to the agreements, provided the decision does not involve action by either party which is beyond its jurisdiction. The expenses of the arbitrator shall be shared equally by the City and the Union. Each party shall be responsible for compensating its own witnesses and representatives, including attorney's fees, not to include witnesses that are members of the bargaining unit. The arbitrator shall consider and decide upon only the specific issue(s) submitted in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted.

### **19.3 Schedule of Meetings**

Upon request, and without unnecessary delay, an employee representative's immediate supervisor or designee shall allow the employee representative during normal work hours, without loss of pay, reasonable time to:

**19.3.1** Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

**19.3.2** Attend meetings with City representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

**19.3.3** Confer with a staff representative of the Union and/or employees on City premises, at such time and places as may be authorized by the employee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to ensure minimum staffing levels shall not be considered an unnecessary delay. The City shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage. Any activity conducted pursuant to these sections shall be without disruption to the workplace.

## **ARTICLE 20 - NO STRIKE / NO LOCKOUT**

### **20.1 No Strike / No Lockout**

The Union agrees during the life of this Agreement that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the City. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The City shall not lockout any employee during the life of this Agreement.

## **ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **21.1 Management Rights and Responsibilities**

The City agrees that the exercise of the above rights will be consistent with the provisions of this Agreement and RCW 41.56.

The City retains all rights of management, which, in addition to all duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- a. Determine the City's functions, programs, organizational structure, and use of technology;
- b. Determine the City's budget and size of the City's workforce;
- c. Direct and supervise employees;
- d. Take all necessary actions to carry out the mission of the City and its institutions during emergencies as defined in RCW 38.52;
- e. Determine the City's mission and strategic plans;
- f. Develop, enforce, modify policies and procedures;
- g. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- h. Establish or modify the workweek, daily work shift, hours of work, and days off;
- i. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and lay off employees;
- j. Determine, prioritize, and assign work to be performed;
- k. Determine the need for and the method of scheduling, assigning, authorizing, and approving overtime;
- l. Determine training needs, method of training, and employees to be trained;

m. Take disciplinary actions with just cause.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 Severability Clause**

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

Any and all prior agreements, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

### **22.2 Conflict with Laws**

Should any provision of this Agreement be found to be in violation of any Federal or State law, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement and the provision found to be in violation shall be immediately re-negotiated by the parties.

## **ARTICLE 23 – ENTIRE AGREEMENT**

### **23.1 Duration Clause**

The Agreement shall become effective on January 1, 2024, and remain in full force and effect through December 31, 2027.

If either party wishes to amend or extend the Agreement upon its expiration, notice of such intent must be given no later than ninety (90) calendar days prior to the expiration of the Agreement. The City will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time lines of RCW 41.56.

### **23.2 Entire Agreement**

The agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments except in writing and with agreement of both parties.

**SIGNATURES**

Dated \_\_\_\_\_, 2024

City of Lakewood Employees Local  
Number 1938 of the  
American Federation of State, County,  
And Municipal Employees, AFL-CIO

Approved by City Council  
City of Lakewood

\_\_\_\_\_  
Tyler Wells, Local 1938 President

\_\_\_\_\_  
John J. Caulfield, City Manager

\_\_\_\_\_  
Eddie Allan, Council 2 Deputy Director

ATTEST:

\_\_\_\_\_  
Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Heidi Ann Wachter, City Attorney

# Appendix A

Job Classification		Range	AFSCME Salary Schedule 2024 ( 5% Adjustment)											
			AFSCME Contract 2024-2027											
*Exempt from FLSA overtime			Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Master
Court Clerk Office Assistant	18	hr	\$27.27	\$27.81	\$28.37	\$28.94	\$29.52	\$30.11	\$30.71	\$31.32	\$31.95	\$32.59	\$33.24	\$34.07
		pp	\$2,363	\$2,410	\$2,459	\$2,508	\$2,558	\$2,609	\$2,661	\$2,714	\$2,769	\$2,824	\$2,881	\$2,953
		mo	\$4,726	\$4,821	\$4,917	\$5,016	\$5,116	\$5,218	\$5,323	\$5,429	\$5,538	\$5,648	\$5,761	\$5,905
		yr	\$56,712	\$57,846	\$59,003	\$60,183	\$61,386	\$62,614	\$63,866	\$65,144	\$66,447	\$67,776	\$69,131	\$70,859
Animal Control Officer Permit Technician	25	hr	\$31.29	\$31.92	\$32.56	\$33.21	\$33.87	\$34.55	\$35.24	\$35.95	\$36.67	\$37.40	\$38.15	\$39.10
		pp	\$2,714	\$2,766	\$2,821	\$2,878	\$2,935	\$2,994	\$3,054	\$3,115	\$3,177	\$3,241	\$3,305	\$3,388
		mo	\$5,423	\$5,532	\$5,642	\$5,755	\$5,870	\$5,988	\$6,107	\$6,230	\$6,354	\$6,481	\$6,611	\$6,778
		yr	\$65,083	\$66,385	\$67,712	\$69,066	\$70,448	\$71,857	\$73,294	\$74,760	\$76,255	\$77,780	\$79,336	\$81,319
Evidence Technician Maintenance Worker	26	hr	\$31.94	\$32.58	\$33.23	\$33.89	\$34.57	\$35.26	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.91
		pp	\$2,769	\$2,823	\$2,879	\$2,937	\$2,996	\$3,056	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,458
		mo	\$5,535	\$5,646	\$5,759	\$5,874	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,916
		yr	\$66,421	\$67,749	\$69,104	\$70,486	\$71,896	\$73,334	\$74,801	\$76,297	\$77,822	\$79,379	\$80,967	\$82,991
Administrative Assistant	27	hr	\$32.58	\$33.23	\$33.89	\$34.57	\$35.26	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.71	\$40.70
		pp	\$2,823	\$2,879	\$2,937	\$2,996	\$3,056	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,441	\$3,527
		mo	\$5,646	\$5,759	\$5,874	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,882	\$7,054
		yr	\$67,749	\$69,104	\$70,486	\$71,896	\$73,334	\$74,801	\$76,297	\$77,822	\$79,379	\$80,967	\$82,586	\$84,650
Finance Technician Lead Court Clerk Police Administrative Technician	28	hr	\$33.23	\$33.89	\$34.57	\$35.26	\$35.97	\$36.69	\$37.42	\$38.17	\$38.93	\$39.71	\$40.51	\$41.52
		pp	\$2,879	\$2,937	\$2,996	\$3,056	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,441	\$3,510	\$3,598
		mo	\$5,759	\$5,874	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,882	\$7,020	\$7,195
		yr	\$69,104	\$70,486	\$71,896	\$73,334	\$74,801	\$76,297	\$77,822	\$79,379	\$80,967	\$82,586	\$84,238	\$86,343
Public Records and Legal Specialist	29	hr	\$33.87	\$34.55	\$35.24	\$35.95	\$36.66	\$37.40	\$38.15	\$38.91	\$39.69	\$40.48	\$41.29	\$42.32
		pp	\$2,937	\$2,995	\$3,055	\$3,116	\$3,178	\$3,242	\$3,306	\$3,373	\$3,440	\$3,509	\$3,579	\$3,668
		mo	\$5,872	\$5,989	\$6,109	\$6,231	\$6,356	\$6,483	\$6,613	\$6,745	\$6,880	\$7,018	\$7,158	\$7,337
		yr	\$70,463	\$71,873	\$73,310	\$74,776	\$76,272	\$77,797	\$79,353	\$80,940	\$82,559	\$84,210	\$85,895	\$88,042
Court Compliance Officer Permit Coordinator Recreation Coordinator	30	hr	\$34.57	\$35.26	\$35.96	\$36.68	\$37.41	\$38.16	\$38.93	\$39.70	\$40.50	\$41.31	\$42.13	\$43.19
		pp	\$2,996	\$3,055	\$3,117	\$3,179	\$3,243	\$3,307	\$3,374	\$3,441	\$3,510	\$3,580	\$3,652	\$3,743
		mo	\$5,991	\$6,111	\$6,233	\$6,358	\$6,485	\$6,615	\$6,747	\$6,882	\$7,020	\$7,160	\$7,303	\$7,466
		yr	\$71,886	\$73,324	\$74,791	\$76,287	\$77,812	\$79,368	\$80,956	\$82,575	\$84,226	\$85,911	\$87,629	\$89,820
Engineering Technician IT Specialist Lead Finance Technician	32	hr	\$35.95	\$36.67	\$37.40	\$38.15	\$38.92	\$39.69	\$40.49	\$41.30	\$42.12	\$42.97	\$43.82	\$44.92
		pp	\$3,116	\$3,178	\$3,242	\$3,307	\$3,373	\$3,440	\$3,509	\$3,579	\$3,651	\$3,724	\$3,798	\$3,893
		mo	\$6,232	\$6,357	\$6,484	\$6,613	\$6,746	\$6,881	\$7,018	\$7,159	\$7,302	\$7,448	\$7,597	\$7,787
		yr	\$74,791	\$76,287	\$77,812	\$79,369	\$80,956	\$82,575	\$84,227	\$85,911	\$87,629	\$89,382	\$91,170	\$93,449



## Appendix A - Continued

Job Classification		Range	AFSCME Salary Schedule 2024 ( 5% Adjustment)											
			AFSCME Contract 2024-2027											
Exempt from FLSA overtime			Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Master
Code Compliance/Safety Insp.	33	hr	\$36.66	\$37.39	\$38.14	\$38.90	\$39.68	\$40.47	\$41.28	\$42.11	\$42.95	\$43.81	\$44.68	\$45.80
Code Enforcement Officer		pp	\$3,178	\$3,240	\$3,305	\$3,371	\$3,439	\$3,507	\$3,578	\$3,649	\$3,722	\$3,797	\$3,872	\$3,969
Communications Coordinator		mo	\$6,354	\$6,481	\$6,610	\$6,742	\$6,877	\$7,015	\$7,155	\$7,298	\$7,444	\$7,593	\$7,745	\$7,939
S/W Compliance Inspector		yr	\$76,243	\$77,768	\$79,323	\$80,910	\$82,528	\$84,178	\$85,862	\$87,579	\$89,331	\$91,117	\$92,940	\$95,263
Construction Inspector														
Crime Analyst*														
Human Services Coord														
Program Coordinator	36	hr	\$38.90	\$39.67	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.68	\$45.57	\$46.48	\$47.41	\$48.60
		pp	\$3,371	\$3,439	\$3,508	\$3,578	\$3,649	\$3,722	\$3,797	\$3,873	\$3,950	\$4,029	\$4,110	\$4,212
		mo	\$6,743	\$6,878	\$7,015	\$7,155	\$7,299	\$7,445	\$7,593	\$7,745	\$7,900	\$8,058	\$8,219	\$8,425
		yr	\$80,912	\$82,530	\$84,181	\$85,865	\$87,582	\$89,334	\$91,120	\$92,943	\$94,801	\$96,697	\$98,631	\$101,097
Associate Planner	37	hr	\$39.67	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.68	\$45.57	\$46.48	\$47.41	\$48.36	\$49.57
Building Inspector		pp	\$3,439	\$3,508	\$3,578	\$3,649	\$3,722	\$3,797	\$3,873	\$3,950	\$4,029	\$4,110	\$4,192	\$4,297
		mo	\$6,878	\$7,015	\$7,155	\$7,299	\$7,445	\$7,593	\$7,745	\$7,900	\$8,058	\$8,219	\$8,384	\$8,593
		yr	\$82,530	\$84,181	\$85,865	\$87,582	\$89,334	\$91,120	\$92,943	\$94,801	\$96,697	\$98,631	\$100,604	\$103,119
IT Analyst	38	hr	\$40.49	\$41.30	\$42.12	\$42.97	\$43.83	\$44.70	\$45.60	\$46.51	\$47.44	\$48.39	\$49.35	\$50.59
Plans Examiner		pp	\$3,509	\$3,579	\$3,651	\$3,724	\$3,798	\$3,874	\$3,952	\$4,031	\$4,111	\$4,193	\$4,277	\$4,384
		mo	\$7,018	\$7,158	\$7,301	\$7,447	\$7,596	\$7,748	\$7,903	\$8,061	\$8,222	\$8,387	\$8,554	\$8,768
		yr	\$84,214	\$85,898	\$87,616	\$89,369	\$91,156	\$92,979	\$94,839	\$96,736	\$98,670	\$100,644	\$102,657	\$105,223
Assistant Civil Engineer*	39	hr	\$41.29	\$42.12	\$42.96	\$43.82	\$44.69	\$45.59	\$46.50	\$47.43	\$48.38	\$49.35	\$50.33	\$51.59
		pp	\$3,579	\$3,650	\$3,723	\$3,798	\$3,874	\$3,951	\$4,030	\$4,111	\$4,193	\$4,277	\$4,362	\$4,472
		mo	\$7,158	\$7,301	\$7,447	\$7,596	\$7,748	\$7,902	\$8,061	\$8,222	\$8,386	\$8,554	\$8,725	\$8,943
		yr	\$85,894	\$87,612	\$89,364	\$91,151	\$92,974	\$94,834	\$96,730	\$98,665	\$100,638	\$102,651	\$104,704	\$107,322
Finance Analyst *	40	hr	\$42.12	\$42.96	\$43.82	\$44.69	\$45.59	\$46.50	\$47.43	\$48.38	\$49.35	\$50.33	\$51.34	\$52.62
		pp	\$3,650	\$3,723	\$3,798	\$3,874	\$3,951	\$4,030	\$4,111	\$4,193	\$4,277	\$4,362	\$4,450	\$4,561
		mo	\$7,301	\$7,447	\$7,596	\$7,748	\$7,902	\$8,061	\$8,222	\$8,386	\$8,554	\$8,725	\$8,899	\$9,122
		yr	\$87,612	\$89,364	\$91,151	\$92,974	\$94,834	\$96,730	\$98,665	\$100,638	\$102,651	\$104,704	\$106,798	\$109,468
Construction Management Lead	43	hr	\$44.71	\$45.60	\$46.51	\$47.45	\$48.39	\$49.36	\$50.35	\$51.36	\$52.38	\$53.43	\$54.50	\$55.86
Maintenance Supervisor*		pp	\$3,874	\$3,952	\$4,031	\$4,111	\$4,194	\$4,278	\$4,363	\$4,450	\$4,539	\$4,630	\$4,723	\$4,841
		mo	\$7,749	\$7,904	\$8,062	\$8,223	\$8,387	\$8,555	\$8,726	\$8,901	\$9,079	\$9,260	\$9,445	\$9,682
		yr	\$92,983	\$94,843	\$96,740	\$98,675	\$100,648	\$102,661	\$104,714	\$106,808	\$108,945	\$111,124	\$113,346	\$116,180
Associate Civil Engineer*	45	hr	\$46.52	\$47.45	\$48.40	\$49.37	\$50.36	\$51.36	\$52.39	\$53.44	\$54.51	\$55.60	\$56.71	\$58.13
IT Administrator *		pp	\$4,032	\$4,112	\$4,195	\$4,279	\$4,364	\$4,451	\$4,540	\$4,631	\$4,724	\$4,818	\$4,915	\$5,038
Parks Development Project Manag		mo	\$8,064	\$8,225	\$8,389	\$8,557	\$8,728	\$8,903	\$9,081	\$9,263	\$9,448	\$9,637	\$9,829	\$10,075
		yr	\$96,769	\$98,705	\$100,679	\$102,692	\$104,746	\$106,841	\$108,978	\$111,158	\$113,381	\$115,648	\$117,961	\$120,910
Civil Engineer *	55	hr	\$56.68	\$57.81	\$58.97	\$60.15	\$61.35	\$62.58	\$63.83	\$65.10	\$66.41	\$67.73	\$69.09	\$70.82
		pp	\$4,912	\$5,011	\$5,111	\$5,213	\$5,317	\$5,424	\$5,532	\$5,643	\$5,756	\$5,871	\$5,988	\$6,138
		mo	\$9,825	\$10,021	\$10,222	\$10,426	\$10,635	\$10,847	\$11,064	\$11,285	\$11,511	\$11,741	\$11,976	\$12,276
		yr	\$117,892	\$120,250	\$122,655	\$125,108	\$127,610	\$130,162	\$132,765	\$135,421	\$138,129	\$140,892	\$143,709	\$147,302

## Appendix B

This list is strictly for purposes of identifying clothing allotment and boot allowances and is not intended for any other purpose.

<b>Community and Economic Development (CED)</b>				
<b>Building Inspector, Code Compliance/Safety Inspector</b>				
Div	Qty	Item	Frequency	Notes
	1	Coveralls	Annually	
	1	Field Jacket	Replaced based on wear and tear	City Logo
	1	Raingear	Replaced based on wear and tear	
	1 ea	PPEs: Gloves, Hearing and Eye Protection, Safety Vest	Replaced based on wear and tear	
	1	Hard Hat	Replaced based on wear and tear	City logo
	1	Mud Boots	Replaced based on wear and tear	

<b>Program Coordinator – RHSP/Abatements</b>				
Div	Qty	Item	Frequency	Notes
RHSP	1	Field Jacket	Replaced based on wear and tear	City Logo
	3	Shirts	Replaced based on wear and tear	City logo
	1	Raingear	Replaced based on wear and tear	

<b>Parks, Recreation and Community Services (PRCS)</b>				
<b>Maintenance Supervisor, Maintenance Worker</b>				
Div	Qty	Item	Frequency	Notes
All	1 ea	PPEs: Gloves, Hearing and Eye Protection, Safety Vest	Replaced based on wear and tear	
All	1 ea	Hard Hat, Baseball Cap	Replaced based on wear and tear	City logo
All		Pants, Shirts, Sweatshirts, Thermal Overalls,	Replaced based on wear and tear	Specific items needed to ensure neat, clean, and standard dress

		Field Jacket Raingear		code appearance, and ANSI approved class III yellow as required.

<b>Public Works Engineering (PWE)</b>				
<b>Construction Inspector, SWM Compliance Inspector,; Engineering Technician, Associate Engineering Technician</b>				
<b>Div</b>	<b>Qty</b>	<b>Item</b>	<b>Frequency</b>	<b>Notes</b>
All	1 ea	Field Jacket, Rain gear	Replaced based on wear and tear	ANSI Approved class III yellow
All	1 ea	PPEs: Gloves, Hearing and Eye Protection, Safety Vest	Replaced based on wear and tear	
	1	Hard Hats, Mud Boots	Replaced based on wear and tear	City logo
All	1	Mud Boots	Replaced based on wear and tear	

<b>Police</b>				
<b>Animal Control Officer; Code Enforcement Officer; Evidence Technician</b>				
<b>Div</b>	<b>Qty</b>	<b>Item</b>	<b>Frequency</b>	<b>Notes</b>
AC	1	Field Jacket	Replaced based on wear and tear	City logo
AC	2	Jumpsuit	Replaced based on wear and tear	City logo and employee name
AC	2	Mock Turtleneck	Replaced based on wear and tear	
AC	1	Duty Belt/suspenders	Replaced based on wear and tear	
AC	1	Bullet Proof Vest	Replaced per manufacturer instructions	
AC	1	Hat	Replaced based on wear and tear	
AC	1	Kevlar duty gloves	Replaced based on wear and tear	

CE	1	Coveralls	Annually	
CE	1	Field Jacket	Replaced based on wear and tear	City logo
CE	1	Raingear	Every 3 years	
CE	1	Gloves, Hearing Protection	Replaced based on wear and tear	
CE	1	Eye Protection, Safety Vest	Replaced based on wear and tear	
CE	1	Hard Hats, Mud Boots	Replaced based on wear and tear	
EV	1	Rainproof winter jacket	Replaced based on wear and tear	City logo
EV	4	Long/short sleeve polo shirts	Replaced based on wear and tear	City logo
EV	2	Cargo style pants	Replaced based on wear and tear	
EV	1	Mock Turtleneck	Replaced based on wear and tear	
EV	1	Military style belt	Replaced based on wear and tear	

<b>Municipal Court</b>				
<b>Court Compliance Officer</b>				
<b>Div</b>	<b>Qty</b>	<b>Item</b>	<b>Frequency</b>	<b>Notes</b>
	1	Jumpsuit	Annually	City logo and employee's name
	1	Duty belt	Replaced based on wear and tear	
	1	Kevlar duty gloves	Replaced based on wear and tear	
	1	Bullet Proof Vest	Replaced per manufacturer instructions	
	1	Baton, 21" Telescopic, Holder	Replaced based on wear and tear	
	1	Flashlight	Replace based on wear and tear	Streamlight SL20X or equivalent
	1	Double Handcuff Case	Replaced based on wear and tear	or 2 single cases
	1	Handcuff with key hinged	Replaced based on wear and tear	
	1	Handcuff with key chain	Replaced based on wear and tear	

	1	Holder, Capstun	Replaced based on wear and tear	
	1	Holster, Level II Glock	Replaced based on wear and tear	
	1	Pouch, Magazine Vert/Hor	Replaced based on wear and tear	
	1	Tactical Handcuff Key, Large	Replaced based on wear and tear	

<b>Steel Toe Boot Allowance</b>
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\$125    Annually    Engineering Technician

\$250    Annually    Animal Control Officer, Building Inspector, Code Compliance/Safety Inspector, Construction Inspector, SWM Compliance Inspector, Code Enforcement Officer, Court Compliance Officer, Maintenance Supervisor, Maintenance Worker

## Appendix C

### DEFINED CLASS SERIES

Class series are defined for purposes of administration of bumping rights pursuant to Article 16. Classes are listed in descending order within each class series, with the class requiring the greatest level of skills, knowledge and experience listed first.

Finance Analyst  
Lead Finance Technician  
Finance Technician

Civil Engineer  
Associate Civil Engineer  
Assistant Civil Engineer  
Engineering Technician

Lead Court Clerk  
Court Clerk

IT Administrator  
IT Analyst  
IT Specialist

Maintenance Supervisor  
Maintenance Worker

Administrative Assistant\*  
Office Assistant\*

Permit Coordinator  
Permit Technician

\*For the Administrative Assistant and Office Assistant classifications which have incumbents working in the Police Department and subject to Civil Service Rules, bumping rights shall apply only within or outside of the Police Department; there shall be no bumping from the Police Department to another City Department or vice versa.