AGREEMENT

By and Between

CITY OF RENTON

and

LOCAL 2170,

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

January 1, 2025 – December 31, 2027

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PREAMBLE

This Agreement is between the City of Renton (hereinafter called the Employer) and Local 2170, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the Union) for the purpose of setting forth a mutual understanding of the parties as to conditions of employment for those employees for whom the Employer recognizes the Union as the exclusive collective bargaining representative.

The Employer and the Union shall cooperate to provide the public with efficient, cost-effective, and courteous delivery of public services, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity in all departments of City government. The parties will work together to address and adapt to the inevitable issues of change, to devise varying methods and work procedures adapted to the changing circumstances of their particular areas of responsibilities.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1.1. Union Recognized

Pursuant to RCW 41.56.060 the Employer hereby recognizes the Washington State Council of County and City Employees/ AFSCME Council 2 and its affiliated local (hereafter Union) as the exclusive bargaining representative for all limited term, probationary and regular Renton City employees in those classifications listed in Appendix A.

Limited term employees have all rights under this contract with the exception of bumping (see City Policy #330-11, dated 10/15/2005). If a limited term position is converted to a regular position, the incumbent shall remain in the position and shall be converted as well (and will be eligible for bumping rights). A limited term employee shall have their time in the limited term position count toward their overall classification and City seniority.

A regular employee who applies for and is appointed to a limited term position shall have the right to return to their previous classification should the limited term position not be converted to regular status and there is a vacant position available in their previous classification.

All employees of the Employer in classifications covered by this Agreement are eligible to be members of the Union.

1.2. Temporary/Supplemental Employees

The City shall not combine or overlap temporary/supplemental employees in such a way as to create the equivalent of a regular position or avoid the time constraints set herein. In the case of layoffs, Temporary/ Supplemental employees may not be hired to perform bargaining unit work in work units where layoffs have occurred while there is an active recall list.

The City will issue an end of year report listing all supplemental employees utilized by the City for the year. This report will be issued no later than January 31st and will include the length of employment and total hours worked for each supplemental employee.

- Non Seasonal Temporary Employees-When filling a 1.2.1 known vacancy of an AFSCME represented position, temporary employees shall be employees hired directly by the City or through an agency contracted with the City. Such employees shall be employed no more than the equivalent of six (6) months (182 consecutive days) in a rolling 12-month period. An extension of up to an additional 6 months is available with union concurrence. Overtime shall be offered to regular employees prior to temporary employees being utilized, unless no qualified regular employees are available. The City will notify the Union prior to the use or hiring of temporary employee under this clause. It is understood that the use of temporary/supplemental employees as provided for in this section shall not be deemed as supplanting bargaining unit work.
- 1.2.2 <u>Temporary Supplemental Employees</u>- It is understood that the use of supplemental employees as provided for in this section shall not be deemed as supplanting bargaining unit work. Employees in supplemental positions listed below are limited to working 1500 hours in a calendar year and their employment is between March 1 and November 30.
 - Custodial Assistant
 - Parks Laborer
 - Transportation Laborer
 - Golf Course Laborer
 - Pro-Shop

1.2.3 Interns- Use of interns performing bargaining unit work citywide is limited to one-year terms of employment, and each intern shall not work longer than 1,040 hours during that year. The employment year for interns will be measured from the date of hire forward. Hiring of interns is done within City guidelines. The City will notify the Union of internship descriptions involving bargaining unit work. Interns must be enrolled in school and assisting, not supplanting, bargaining unit work.

1.3. Excluded Positions

The Union recognizes the following positions as being excluded from the represented classifications listed in Appendix A:

- 1.3.1. All positions in the Human Resources & Risk Management Department.
- 1.3.2. All clerical or secretarial positions designated as "confidential" in each department. Only one "confidential" designation will be allowed in each department.

1.4. New Positions

Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the City will create the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations. The Union shall be notified of any newly created

classifications in the City, which are not recognized by other bargaining units, including the City's initial determination regarding bargaining unit status.

Disagreements regarding the appropriateness of their inclusion or exclusion from the bargaining unit will be referred to the Public Employment Relations Commission for resolution.

1.5. Executive Board Meetings

The Union will provide a calendar of all regularly scheduled Executive Board meetings for the next calendar year in December of the preceding year to the Human Resources & Risk Management Administrator.

1.6. Job Classification Changes

Changes to existing position classifications and position descriptions shall be provided to the Union president and secretary ten (10) working days prior to the next regularly scheduled Executive Board meeting. The Union shall respond to the changes, in writing, within ten (10) working days of the meeting, unless an extension is mutually agreed upon. If the Union's written response is not provided within the timeframe above, management may move forward with the changes that have been submitted.

1.7. Point Factor Method (PFM)

In an effort to objectively compare positions for internal equity, the City has utilized a Point Factor Method (PFM) to help in determining a position's pay grade. Internal equity compares positions according to requirements for similar skill, education/training, and responsibility, and if the jobs are

performed under similar working conditions. The PFM uses factors that are commonly found in positions, and each factor is broken into point values based on the varying levels of difficulty or effort needed to complete them. The position's point value is then compared to other positions to select an appropriate grade.

Effective January 1, 2022, HRRM staff will utilize the Point Factor Method in conjunction with external market data when determining a grade placement due to a Reclassification, as part of a market study, or when creating a new position. If no external market data exists, the PFM will be used to determine the grade placement based on the internal equity analysis solely.

Any PFM analysis will be shared with the affected employees and the union.

1.8. Reclassification Reviews

The reclassification process will be put on pause for the duration of 2025. If the Reclassification process is revised, the policy will be shared with the Union and the parties are able to negotiate any impacts. If the parties are not able to reach agreement by 12/31/2025, the parties will revert to the reclassification process and timeline as follows:

An employee may request a position review for proper classification placement when the employee believes that there has been significant change in duties and responsibilities of the position. Reclassification reviews will be done in accordance with City Policy #320-05 (Request for Reclassification), as established July 7, 2009, to the extent that such does not conflict with the

agreement. A Position Description Questionnaire (PDQ) form must be fully completed and requires review by the employee's supervisor, the Division Director and the Department Administrator. A market study will be conducted by HRRM staff as part of the reclassification process for those positions that meet the definition for requiring a reclassification.

The deadline for submittal of the PDQ to the employee's supervisor is May 1. The Department shall forward the request to the Human Resources Department within 30 days of the initial request. If the Department does not forward the request within 30 days, the employee may submit the request directly to the Human Resources Department to ensure the submission deadline is met. The Human Resources Department will notify the employee within seven (7) working days of the receipt of the request. Requests submitted to Human Resources by the July 1 deadline and subsequently approved shall be included in the following year's budget.

Those approved by the City Council shall have an effective date of January 1 of that budget year. Any delays in the reclassification process shall not affect the implementation date and all pay shall be retroactive to January 1 of that budget year.

Any appeals will be reviewed by the Human Resources and Risk Management Administrator for a final decision. Human Resources will meet with the Union regarding salary placement of any revised position(s).

Once a request to reclassify a position has been submitted and reviewed, no further consideration will be given to reclassifying the position for a twenty-four (24) month period following submission.

ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION

2.1. Payroll Deduction

The Employer agrees to deduct from the paycheck of each employee, who has so authorized it in writing, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll authorization card. The Union will provide timely notice to the City of the cancellation of their dues authorization by a bargaining unit member. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of notice of cancellation from the Union. Authorizations for Payroll Deduction are valid whether executed in paper form or electronically.

The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes employee name, home address, job title, hire date into current bargaining unit, monthly salary, hourly wage, and whether the employee has authorized the deduction of Union dues.

The Union may change the fixed dollar amount, which will be the regular monthly dues, once each calendar year during the life of this agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

2.2. PAC Program

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The City will allow AFSCME, Local 2170 the option to have funds deducted from member's paychecks twelve (12) times annually to allow contributions to the AFSCME PAC program. The City will send a check once a month to Washington State Council of County and City Employees, AFSCME Council 2. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

2.3. Hold Harmless Agreement

The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any actions by the Employer in administering recognition, union membership and dues deduction.

2.4. Refunds

The Union agrees to refund to the Employee any amounts paid to it in error upon presentation of proper evidence thereof.

2.5. New Employees

The Employer will furnish to the Local Union Treasurer the names of all new employees in the bargaining unit as specified in Article 1, Section 1.1, within five (5) working days of hire.

Newly hired employees shall be granted 30 minutes to meet with their Steward or another officer of the Union.

2.6. Union Officer List

The Union agrees to furnish the Employer with a list of Union Officers and Shop Stewards and to maintain such list in a current status.

ARTICLE 3 – HOURS OF WORK

3.1. Work Week

The work week shall consist of seven (7) days beginning immediately after 12:00 midnight on Saturday and ending at 12:00 midnight the following Saturday. The regular work week shall consist of forty (40) hours, exclusive of lunch, within the work week. Exceptions to this shall be alternative work schedules, and work weeks which, when utilized, shall be reduced to writing and signed off by the Employer, employee and the Union. The City or the employee may discontinue alternative/flex work schedules and work weeks in accordance with Article 3, Section 3.3.3. Discontinuation of alternative/flex work schedules shall not require the approval of the Union.

3.2. Workday

A regular workday shall consist of not more than ten (10) hours, exclusive of lunch, unless otherwise provided for through an agreed upon alternative work schedule.

3.3. Work Schedules

- 3.3.1. Normal Work Week The normal work week shall be five (5) consecutive days of not more than eight (8) hours per day, Monday through Friday, exclusive of the lunch period, except where the workday or work week is different and accepted as a condition of employment or mutually agreed upon in writing between the Union, employee and the Employer.
- 3.3.2. Alternative Work Schedules Employees may work alternative work schedules, with prior supervisory approval and with the Payroll/HRRM designees determining the implementation date of the new schedule. All alternative work schedules shall be reduced to writing and signed off by the Employer, employee and the Union. Alternative work schedules, by example only, shall be schedules that allow for schedules other than 5 consecutive days (Monday through Friday) of 8 hours work, such as 9/80 and 4/10 schedules.
- 3.3.3. Schedule Changes Work schedule changes may be initiated by the Employer or the employee. When schedule changes of thirty (30) days or more are initiated by the Employer, employees will receive

written notice of the change thirty (30) calendar days prior to the effective date of the change. Except in emergency situations and situations that are unforeseen or unanticipated, employees will receive written notice a minimum of two working days before all other schedule changes initiated by the Employer. If written notice is not received as outlined herein the employee shall receive pay at one and one-half (1½) times their normal hourly rate for the first shift worked on the new schedule. The City will not manipulate work schedules for the sole purpose of avoiding the payment of overtime.

Work schedule changes initiated by the employee may take place immediately with the concurrence of the supervisor, provided that the change does not create an undue hardship in the department or disservice to the public.

- 3.3.4. <u>Consecutive Hours Worked</u> Employees shall not work more than sixteen (16) consecutive hours during any consecutive twenty-four (24) hour period.
- 3.3.5. Any employee who has worked 16 or more hours in a consecutive 24-hour period shall have eight (8) uninterrupted hours off prior to their next scheduled working period to ensure adequate rest. In an emergency situation, the employee will be allowed to work up to 20 hours if the employee consents and the onsite Director or their designee determines it is safe for the employees to do so, and keeping them onsite

is imperative for continuity of a successful resolution. The employee shall be allowed to use any hours in their leave bank (vacation, comp-time, personal holiday, or sick) for ½ of total hours and the City shall provide paid time off for ½ the total hours of the subsequent working period that overlap with the eight (8) hours of required rest.

3.4. Meal and Rest Periods

Meal Period – There shall be an unpaid meal period 3.4.1 of not less than one-half (1/2) hour nor more than one (1) hour during the regular workday. If an employee is required to work two (2) or more hours beyond their regular workday, the employee shall be entitled to an additional paid meal period of one-half (1/2) hour. For each additional four (4) hour overtime increment beyond the two (2) hours, the employee shall receive an additional meal period of one-half (1/2) hour. If the Employer furnishes meals, the employee shall eat them on their own time. Whenever possible the meal period shall be scheduled near the middle of the workday. An employee may voluntarily waive their unpaid meal period with written approval from their supervisor. The documentation showing that it was a voluntary waiver at the employee's request will be retained by HRRM in compliance with Department of Labor's Wage and Hour regulations. This voluntary waiver is to be used occasionally and is not intended to be a

- regular on-going change to the employee's work schedule/shift.
- 3.4.2. Rest Period Except in emergency situations, there shall be one fifteen (15) minute rest period during each four (4) hour period of the workday whenever feasible. Emergency situations are defined as situations where injury to persons, loss of life and/or serious public or private property damage are possible.

3.5. Clean-Up Time

Employees whose work requires personal clean-up prior to leaving the Employer's premises or job site shall be allowed necessary time for doing so prior to meal breaks, not to exceed five (5) minutes, and the end of the shift, not to exceed ten (10) minutes. Work schedules shall be arranged so employees may take advantage of this provision where it is applicable.

3.6 Hotel Accommodations and Snow Operations

Employees moved to a new schedule (day or night shift) due to a winter weather event (snow or ice) receive pay at one and one-half times (1.5) their normal hourly rate for the entire first shift worked on the new schedule if not provided 48 hours notice of the schedule change. For those that are "held over" to work a 12-hour shift that intersects with their regular day/shift should will for time-coding purposes be 9 hours regular, 9 hours half-time straight-time, and 3 hours overtime, if working the 9/80 schedule. This example would change if the employee is regularly scheduled to work 5/8's or 4/10's schedule.

Due to the unpredictable nature and duration of snow events, employees moved from snow shift back to their regularly scheduled shift will receive no overtime compensation if 2 days' notice is not provided as stated in section 3.3.3.

In the event of winter weather requiring winter operations, the City shall make hotel accommodations available to employees working a winter operations schedule, under the direction of the Public Works Administrator or their designee. When an employee is placed on a winter weather schedule, the City shall offer the employee the option of utilizing hotel accommodations.

Any value of the hotel stay(s) utilized by employees above \$150 per night shall be treated as imputed income on the employee's paycheck.

ARTICLE 4 – OVERTIME & PAY ASSIGNMENTS

4.1. Overtime

- 4.1.1. Allocation of Overtime The Employer shall determine when and by whom overtime will be worked. Whenever feasible, the Employer will request volunteers from among the employees with the requisite skills to perform the work, before requiring employees to work overtime. Overtime opportunities will be allocated as equally as possible among employees within a work unit.
- 4.1.2. Overtime Rate Except as otherwise provided in this Article, all hours worked in excess of the employee's

scheduled workday, when worked upon the direction or approval of the employee's supervisor, shall be paid at the rate of one and one-half (1½) times the employee's straight-time hourly rate or compensated by granting one and one-half (1½) times the number of excess hours worked as compensatory time. Overtime shall be based on compensated hours and in accordance with FLSA regulations. The employee shall make their choice (overtime pay or compensatory time) known to their supervisor not later than the end of the work week in which the work was performed.

4.1.3. Compensatory Time – Compensatory time off, when granted, shall be at a time convenient to the employee and consistent with the operating needs of the Employer. Compensatory time off shall be taken under this Article as required by the Fair Labor Standards Act, if such continues to be applicable to local government employees. Compensatory time banks shall not exceed one hundred (100) hours.

Employees may cash out compensatory time during any pay period throughout the calendar year. Any compensatory time over forty (40) hours as of December 31 will be automatically cashed out at the employee's regular rate of pay and paid on the January 10 paycheck. Employees with forty (40) hours or less shall be allowed to carry over the time into the following year.

- 4.1.4. <u>Computing Overtime</u> The nearest one-quarter (1/4) hour shall be used in computing overtime.
- 4.1.5. Meeting Attendance Outside of Normal Work Schedule

 With supervisory approval, each employee that is required to attend a meeting on their normally scheduled workday before or after their regularly scheduled shift shall be allowed to modify their schedule during the work week of the meeting so that the work week does not exceed their regularly scheduled hours. This Section does not prohibit employees that modify their time, as above, from receiving overtime as otherwise provided in this Article for hours worked outside of their normally scheduled workday that fall on non-modified days.
- 4.1.6. Consecutive Day Overtime— Employees required to work on a regularly scheduled day off shall be paid at the rate of time and one-half (1 ½) for the first twelve (12) hours and the rate of two times (2x) their regular rate of pay, consistent with Section 4.3 below, for any hours worked in excess of twelve (12) hours.

 Employees required to work on a second consecutive day shall be paid at two (2) times their regular rate of pay for all hours worked. If during the workweek, a half day (or more) of holiday, vacation, sick leave and comp-time are taken, this does not count as paid work when determining the consecutive days for purposes of double time.

- 4.1.7. The following positions are set up as program oriented and as a condition of hire these positions may perform evening and weekend work as programs require. These positions may require a voluntary shifting of schedule within the workday and this shift will not trigger overtime. These positions are not subject to daily overtime but will be paid weekly overtime for compensable hours in excess of the normally scheduled work week.
 - Senior Program Specialist and Program Specialist
 - Neighborhood Program Coordinator
 - Farmer's Market Coordinator
 - Program Assistant
 - Recreation Coordinator
 - Recreation Specialist
 - Recreation Assistant

4.2. Call-back Pay

Call-back shall be defined as all time worked in excess of a scheduled shift, which is not an extension of that shift, and is unanticipated, unforeseen, and not a regular function of the employee's work schedule. "Unanticipated, unforeseen" shall include, but not be limited to, work that is performed where the employee has been notified after the conclusion of their regular workday and the work is performed prior to the start of their next regular workday.

Employees who are required to report to the work site or the field shall be paid a minimum of two (2) hours at a rate of two times (2x) their regular hourly rate of pay, starting from the time they answer the phone through the time they return home (portal to portal).

Employees who are not required to report to the work site or field but can address the issue(s) from home shall be paid for one (1) hour of work at two times (2x) their regular hourly rate so long as the time is spent working and not merely informational (e.g. schedule change). Employees who qualify for the one (1) hour call back pay shall not be subject to the provisions of paragraph 4.5 of this Article regarding the suspension of standby pay. Employees who work more than one (1) hour without reporting to the worksite or field shall be paid at (2x) their regular hourly rate for all hours worked at home and will be subject to the provisions of paragraph 4.5 of this Article regarding the suspension of standby pay.

Recreation staff involved in conducting scheduled recreation programs/events shall be excluded from this provision.

Employees who must attend regularly scheduled meetings after their normal work hours shall be paid a one (1) hour minimum at the time and one-half ($1\frac{1}{2}$) rate.

4.3. Extended Shift Overtime

Employees required to work more than four (4) hours beyond the end of their scheduled work shift shall be paid at two times (2x) their regular rate of pay for all time worked beyond the first four hours of overtime.

4.4. Shift Differential

A shift differential of \$1.00 shall be paid for all hours worked by an employee when fifty percent (50%) of their regular workday is between 12:00 midnight and 8:00 a.m. When such shift is requested by the employee and approved by the Employer, this provision shall not apply.

4.5. Standby

The Employer reserves the right to establish a standby program. Based on service needs, each department may establish a roster of qualified personnel who would be available for callback during an emergency situation. Personnel identified as on standby shall be required to carry a city issued cell phone or other device and be able to respond without restrictions or impairment, and reply to the dispatch center within fifteen (15) minutes of the initial call, and if required be within the city in 60 minutes or less if responding in person. If an employee on standby duty fails to respond to a call or report to work when called back, they may be subject to disciplinary action.

Employees on standby shall receive standby pay as follows: Starting with the first full pay period following ratification and adoption of the successor agreement standby pay shall be paid at \$4.00per hour. An employee on standby duty who is called out shall receive the applicable callout rate in addition to Standby Duty pay. Only the employee carrying the standby phone at the time of the callout, and driving their own personal vehicle, is eligible for reimbursement at the standard federal mileage rate. The reimbursement would be for their drive to the worksite due to a

callback (roundtrip) from the employee's home address or a maximum of 30 miles each way, whichever is less.

Travel time for distance between home and regular or main job is considered a taxable fringe benefit and will be added to their paycheck. Travel time for distances between home and temporary work location (if not regular or main job), or main job and temporary work location, are not considered a taxable fringe benefit. To request mileage reimbursement, the employee must submit a written claim verifying mileage, travel location(s) and the date(s) of call-back(s). Standby periods shall be determined by the Employer. Standby pay is not available during the employee's regular work hours. Management shall transfer the standby assignment when the employee is unavailable for their standby assignment (e.g. sick, or approved vacation, or comp-time used by designated employee).

Qualified personnel shall be determined by the Employer and assigned standby on a rotational basis. Every effort will be made to establish the roster on a volunteer basis. If insufficient volunteers exist, placement on the roster shall be mandatory. Employees on standby duty may trade or give away shifts to other qualified employees, with the appropriate advanced written notice to and approval of their Supervisor/Manager/Director.

4.6. Uniform Allowance

The City of Renton shall furnish standard clothing of the City's choice and design to all field staff in the Maintenance Services, Airport Maintenance, Facilities and Transportation Maintenance Divisions of Public Works as well as the Parks Maintenance division of Parks & Recreation. Eligible staff in these divisions shall have an

allowance of \$300 per calendar year to purchase any combination of the following items:

T-Shirts	Long Sleeve Button Down Shirt
Long Sleeve T-Shirts	Long Jeans**
Sweat Shirts	(1) Stocking Cap
Collared Shirt	

^{**} The purchase of long jeans must not exceed \$150.

A newly hired employee will be able to access this \$300 clothing allowance upon hire. Clothing damaged or contaminated on-duty shall be cleaned or replaced at the City's discretion, however the City will not exceed \$175 in replacement costs per employee, per calendar year.

The City of Renton shall furnish standard clothing of the City's choice and design to the Court Security Officer to include:

(5) Shirts with Court Security language and name	(1) Light-Weight Jacket with Court Security language and name
(3) Pairs of Black pants	

Clothing will be replaced once per year or as needed for the Court Security Officer.

All clothing items bearing a Renton insignia and in the employee's possession remain the property of the City and must be returned when leaving employment with the City. If the insignia-bearing items are not returned by the employee, the employee will be subject to a pro rata deduction of the current year's utilized benefit (not to exceed \$300) from the employee's final paycheck.

4.7. Acting Pay & Working Out of Class

When an employee is asked to assume the duties of a position at a higher salary grade on a temporary basis, the employee shall receive a premium equal to five percent (5%) of their base salary, provided the temporary promotion will extend for at least fifteen (15) calendar days.

While working out of class by performing some but not all of the responsibilities of another, higher-paid position, the employee will receive a five percent (5%) premium when assigned these duties for a minimum of fifteen (15) calendar days or more. The premium will be applied based on assignment, without subtracting time for single day absences.

4.8 Interpreters

Department Administrators will review employee requests to be certified interpreters based on the nature of their job duties, language spoken, Renton demographics, and their frequency of contact with the public. An employee may elect to discontinue participation as an interpreter provided 5 working days notice; their payment will end in the pay period that they provided notice.

Employees in AFSCME represented positions who are approved to be interpreters by the Administrator and who pass a City approved and provided examination for interpreters will be compensated at the rate of \$150 per pay period while certified. This amount is taxable. Employees that pass the initial examination will be required to recertify annually, at the City's expense, in order to retain this compensation. Employees will maintain a log documenting occurrences of interpretation services they provide.

If an employee does not pass the interpreter examination that employee will be able to retake the test within the first year at their own expense by issuing a check to the City and City staff will schedule the test utilizing the City-selected test vendor. Alternately, employees can retake the examination at the City's expense 1 year after the failed test results being received.

ARTICLE 5 – SICK LEAVE

5.1. Sick Leave Accrual

Sick leave is available when an employee is absent as a result of personal illness or injury, or when medically necessary to care for the employee's child, parent, parent-in-law, spouse, domestic partner or a domestic partner's child, and grandparent, as provided by the Family Care Act of Washington (FCA), WAC 296-130, and/or the Family and Medical Leave Act (FMLA), the Washington State Family Leave Act (FLA), or any qualified FMLA covered reason.

5.1.1. Upon employment, new full time employees shall receive twenty-four (24) hours sick leave. At the end

of the first three months of full time employment an additional twenty-four (24) hours sick leave shall be granted. At the completion of six full months of employment, employees shall accrue sick leave at the rate of eight (8) hours per month. Employees who resign or are terminated prior to completing six full months of employment shall reimburse the Employer for any used but unearned sick leave.

- 5.1.2. Sick leave accrual shall be prorated based on the employee's regularly scheduled weekly hours of work, divided by 40.
- 5.1.3. Employees shall be allowed to use sick leave in increments of fifteen (15) minutes.

5.2. Sick Leave Cash Out

For employees hired before January 1, 1994, cash payment of accrued, unused sick leave shall be made upon a PERS I employee's resignation, retirement, discharge (unless discharge is a result of the employee's conviction of any criminal statutes relating to or connected with his/her employment), or death. Such payment shall be limited to 50% of accumulated but unused sick leave, to a maximum of 960 hours. In the event of death, payment shall be made to the estate of the employee.

Employees hired on or after January 1, 1994, shall not be eligible for cash out of any accrued but unused sick leave.

5.3. Long Term Disability Plan

All employees will be enrolled in an Employer-sponsored long-term disability plan with a benefit equal to 60% of base salary after a maximum waiting period of 90 calendar days. If an LTD claim is approved by the carrier, employees will be permitted to use any accrued leave balance they have at 40%, bringing the combination of the LTD benefit and accrued leave payment to 100% of their predisability earnings. The Employer will pay the premiums necessary to fund the benefits of the plan.

5.4. Notification Requirements

- 5.4.1. Sick leave may be taken in lieu of vacation time whenever an employee is on vacation and becomes sick or hospitalized. A doctor's certificate of the illness must be furnished by the employee in a timely manner to substantiate such sickness or disability. This exchange will not alter the employee's scheduled vacation except by mutual agreement with the Employer.
- 5.4.2. The Employer may require a signed statement from the employee's Health Care Provider for absences of three (3) days or longer or if the City reasonably suspects sick leave abuse.
- 5.4.3. An employee who will be out on sick leave must notify their immediate supervisor or other designated person of the absence prior to the start of said leave, or as soon as possible.

5.5. Abuse of Sick Leave

Use of sick leave is restricted to the purposes set forth in Section 5.1 of this Article. Employees found to be abusing sick leave privileges shall be subject to disciplinary action, pursuant to Article 16, Section 16.3.

5.6 WA State Paid Family Medical Leave

- 5.6.1 Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115
- 5.6.2 Use of sick leave: For better consistency across leave plans, sick leave may be used for family members, including spouse, child, grandchild, parent, or grandparent, as these relationships are defined in the State PFML. Leave may be taken for siblings only for State Accrued Sick Leave, and PFML.
- 5.6.3 Coordination with PFML: Employees who are approved by the State for a benefit under PFML will be

permitted to use their accrued leave balance as a "Supplemental Benefit" to bring them to full base pay, in accordance with provisions outlined by the State. Employees will have the option to 1) use accrued leave exclusively and forgo the PFML, or 2) use PFML exclusively and forgo use of accrued leave, or 3) use their accrued leave as a Supplemental Benefit in combination with their PFML to bring them to full base pay. Employees may change their election effective the first day of any pay period, by notifying HR and completing a new election form.

For those employees, electing option 3 above, the procedures for a Supplemental Benefit will be similar to the City's existing procedures for Workers' Comp Time Loss, with the accompanying leave buy back. Employees will submit leave time to the City for a Supplemental Benefit for the full number of hours not worked. They will submit the full amount of the PFML benefit they receive to the City in a timely manner. The amount of the PFML benefit will be used to "buy back" a portion of the accrued leave that was taken as a Supplemental Benefit. In order to use accrued leave as a "Supplemental Benefit" the employee must, in advance, sign an agreement to submit the PFML benefit amount to the City as soon as practical, and in no case later than 30 days of receipt. Any employee electing this option and failing to return the PFML benefit amount(s) received will be in violation of City policy and the Union Contract and may be subject to

discipline. When necessary, the Union will support the bargaining unit members in meeting their "check return" obligation. If leave balances with the City are exhausted, the employee will move to option 2 above.

ARTICLE 6 – HOLIDAYS

Employees shall receive holidays in accord with the following:

6.1. Observed Holidays

The following days shall be observed as legal holidays:

- 6.1.1. January 1 (New Year's Day)
- 6.1.2. Third Monday in January (Martin Luther King, Jr. Day)
- 6.1.3. Last Monday in May (Memorial Day)
- 6.1.4. June 19 (Juneteenth)
- 6.1.5. July 4 (Independence Day)
- 6.1.6. 1st Monday in September (Labor Day)
- 6.1.7. November 11 (Veterans' Day)
- 6.1.8. 4th Thursday in November (Thanksgiving)
- 6.1.9. 4th Friday in November (day after Thanksgiving)
- 6.1.10. December 25 (Christmas Day)
- 6.1.11. When Christmas Day is observed on a Tuesday, Wednesday or Friday, the previous day shall be a holiday. When Christmas day occurs on a Monday or Thursday the next day shall be a holiday. When Christmas day occurs on a Saturday, the two preceding working days shall be observed as holidays.

- When Christmas Day occurs on a Sunday, the two working days following shall be observed as holidays.
- 6.1.12. Two personal holidays of employee's choice. Existing employees will be eligible for the two (2) personal holidays from the beginning of the year. Upon employment, new employees will be eligible for one (1) day (8 hours) of personal holiday to use. After being employed for six (6) months, the employee will be eligible for the second day (8 hours) of personal holiday to use. Except, if the employee begins employment on/or after July 1st, they will not be eligible for the second personal holiday in that year.
- 6.1.13. Any other day proclaimed by the Governor for all political subdivisions of the State, or by the Mayor of the City.

6.2. Holiday Pay

- 6.2.1. <u>Working on Holidays</u> Holiday situations are as follows:
 - 6.2.1.1. For employees working on an observed holiday, the observed holiday shall be considered the holiday.
 - 6.2.1.2. For employees working on an actual holiday but not the observed holiday, the actual holiday shall be considered the holiday.
 - 6.2.1.3. For employees working on both the actual holiday and the observed holiday, only the actual holiday shall be considered a holiday.

- 6.2.2. Pay Rates for Working on Holidays: Employees scheduled to work in one of the three (3) situations listed above shall receive one and one-half (1½) times their regular rate of pay for all hours worked on the holiday and the employee shall be permitted to:
 - 6.2.2.1. Schedule an alternate day off within the same calendar year (up to eight (8) hours) with prior approval from their supervisor which does not cause significant operational disruption for the department; or
 - 6.2.2.2. Receive up to eight (8) hours holiday pay for that holiday worked.
- 6.2.3. The decision to grant holiday pay or a compensatory day off shall be determined in advance.
- 6.2.4. Employees scheduled in advance to work on a holiday shall be scheduled for a minimum of four (4) hours.

6.3. Holidays Falling on Scheduled Day Off

Whenever the actual holiday or the observed holiday falls on an employee's regularly scheduled day off, the employee shall be allowed to use eight (8) hours, in one (1) hour increments, at anytime before the end of the year. If both the actual holiday and the observed holiday occur on regularly scheduled days off the employee shall be granted only eight (8) hours off with pay. Unused holidays granted under this provision shall have no cash value.

6.4. Holidays Falling on Weekends

When a holiday falls on a Saturday, the preceding Friday shall be observed as the Holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. For employees regularly scheduled Saturday and/or Sunday, holidays shall be observed on the actual holidays. If an employee is scheduled to work on both an observed holiday and the actual holiday, they will be compensated as described in Section 6.2 of this Article.

6.5 Regular Part-time

All regular part-time employees subject to the provisions of this Agreement shall receive holiday leave at a pro-rated amount based on the number of hours scheduled in their work week divided by forty (40) hours.

6.6. Personal Holiday Use/Cash Out

Personal Holiday hours may be used in 15 minute increments. Personal Holiday hours not used by the employee by December 31 will be cashed out at the employee's hourly base rate for that same year, and paid on the January 10 pay check.

Eligible Personal Holiday hours not used by the employee at time of employment separation for any reason will be cashed out at the employee's current hourly base rate and paid in the employee's final paycheck.

ARTICLE 7 – VACATIONS

7.1. Accrual Rate

The following vacation benefits shall be provided:

Length of Service	Days per Year	Hours per Pay Period	Hours per Year
0 through 3 years	12	4	96
4 through 5 years	15	5	120
6 through 10 years	18	6	144
11 through 15 years	21	7	168
16 through 20 years	24	8	192
21 and subsequent years	27	9	216

- 7.1.1 Regular part-time employees subject to the provisions of this Agreement shall be provided vacation benefits at a prorated amount based on the number of hours scheduled in their workweek divided by forty (40) hours.
- 7.1.2 Employees may use accrued vacation leave in increments of fifteen (15) minutes.
- 7.1.3 Employees begin accruing vacation on their hire date and accruals are available for immediate use.

7.2. New Hire Vacation Incentive

A Department Administrator may deem a new hire eligible to receive a one-time lump sum up to 40 hours of vacation leave to be eligible for use upon successful passing of probation. The decision to grant hours will be made at the time of the employment offer to a new hire and will be based on the number of years the individual has in their particular field or discipline, as well as the difficulty in recruiting for the position. No hours will be accrued or paid to a new hire who is terminated or voluntarily leaves the city prior to passing probation.

7.3 Maximum Vacation Accumulation

The maximum accumulation of vacation time for an employee shall not exceed twice the current annual accrual limit as provided in above Section 7.1.

7.4. Vacation Requests

Requests for vacation leave are subject to supervisory approval. Except in emergency situations, requests for vacation leave shall be submitted in writing, at least the workday prior to the requested time off. Vacation requests shall be responded to within one week unless submitted less than two weeks in advance. For vacation requests submitted less than two weeks in advance, a response within one working day after receipt is required.

7.5 Cash Out Upon Separation

Vacation accrued but unused during the term of the employee's employment with the city will be cashed out at the employee's

hourly base rate at the time the employee separates from city employment.

ARTICLE 8 – BEREAVEMENT LEAVE

Up to five (5) days with pay shall be given to employees for each instance of a death of the employee's mother, father, step-parent, legal guardian, spouse/domestic partner, child, stepchild, child of a domestic partner, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, grandchild, or grandparents. Exceptions to this list will be reviewed for eligibility by the HRRM Administrator based on written request explaining the family-type relationship. The number of hours of bereavement leave allowed regular part-time employees covered by this Agreement shall be adjusted to reflect the number of scheduled hours in their workweek.

Leave will be taken within six months of death, or longer with the HRRM Administrator or designee's review and approval. All requests for extended bereavement leave shall be approved by the Department Administrator in advance. Employees may use accrued vacation, sick, compensatory time, and/or personal holiday hours to cover extended bereavement leave.

ARTICLE 9 – INSURANCES

Definitions:

REHBT: Renton Employees' Healthcare Board of Trustees

REHP: Renton Employees' Healthcare Plan

Funding Goal: It is the responsibility of the Renton Employees' Healthcare Board of Trustees to establish and maintain fund goals in relationship to the Renton Employee's Healthcare Plan.

Plan Member: An eligible Renton employee, along with their dependents, that is covered under the Renton Employees' Healthcare Plan.

Premiums: The contributions made to the REHP by both the City and the employees to cover the total cost of purchasing the REHP. Contributions made by employees for co-pays, lab fees, ineligible charges, etc., are not considered premiums for the purpose of this Article.

9.1. Health Insurance

9.1.1. Participation - The City and the Local/Union/Guild agree to jointly manage the REHP during the term of this agreement. The REHBT is comprised of AFSCME Local 2170; Police Guild; and the City, and will meet at least quarterly to review the REHP including costs associated with the REHP.

Medical coverage shall be provided in accord with the laws of the State of Washington, RCW 41.26.150 and federal plans: Patient Protection and Affordable Care Act and the Health Care and Education Affordability Reconciliation Act of 2010. The Local/Union/Guild agrees to continue participation in the REHBT and to identify and support cost containment measures.

9.1.2. <u>Plan Coverage</u> - The City will provide a medical/dental, vision, and prescription drug insurance plan for all

- eligible employees including all bargaining unit members and their eligible dependents.
- 9.1.3. <u>Premiums</u> For the calendar years 2025 through calendar year 2027, the total cost of the plan shall be divided as follows:

YEAR	CITY	EMPLOYEES
2025	91%	9%
2026	91%	9%
2027	91%	9%

Employee premiums will be based upon the following categories:

- Employee
- Employee/1
- Employee/2+
- Employee/Spouse or Domestic Partner
- Employee/Spouse or Domestic Partner/1
- Employee/Spouse or Domestic Partner/2+
- 9.1.4. <u>Projected Costs</u> –The plan contributions shall be calculated by the percentage of actual plan cost increase that occurred in the previous year and based on consideration of Actuarial projections. The year in review shall be from July 1st to June 30th.
- 9.1.5. <u>Alternative Plan Coverage</u> City contributions for the alternative plan will be at the same cost share percentage as the self-funded plan capped at the dollar amount contributed to the self-funded plan.

9.1.6. Renton Employees' Healthcare Board of Trustees

For purposes of clarifying the role of the REHBT the parties will meet in 2025.

The REHBT includes members from each participating Union. Each union will have a maximum of one (1) vote, i.e. the Police Guild has two (2) bargaining units but only receives one (1) vote on the REHBT. The City only receives one (1) vote also. If all bargaining units participate, the voting bodies would be as follows: AFSCME – 2170; Police Guild; and the City for a total of three (3) votes.

- 9.1.7. <u>Plan Changes</u> The members of the REHBT shall have full authority to make plan design changes without further concurrence from bargaining unit members and the City Council during the life of this agreement.
- 9.1.8. <u>Voting</u> Changes in the REHP will be determined by a majority of the votes cast by REHBT members. A tie vote of the REHBT members related to a proposed plan design change will result in continuing the current design.
- 9.1.9. Surplus Any surplus in the Medical Plan shall remain available only for use by the Renton Employees' Health Plan Board of Trustees for either improvements in the Plan, future costs increase offsets, rebates to participants, or reduction in employee contributions.

9.2. Life Insurance

The Employer shall furnish to the employee a group term life insurance policy in the amount of the employee's annual salary plus longevity, rounded to the nearest \$1,000 and includes accidental death and dismemberment coverage and limited to a maximum benefit of \$50,000. The Employer shall furnish a group term life insurance policy for \$1,000 for the employee's spouse and \$1,000 for each dependent.

9.3. Federal/State Healthcare Options

In the event of a Federal/State healthcare option, the REHBT shall have the option to review the proposed Federal/State option and take appropriate actions.

9.4. COBRA

When an employee or dependents health care benefits ceases based on a qualifying event, the employee or dependent shall be offered medical and dental benefits under the provision of Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE 10 – JURY DUTY

When an employee is called for jury duty, or is subpoenaed as a witness in any litigation/administrative hearing process in which the employee is not a party, such time shall be considered as time worked and paid at the appropriate salary level of the employee. Employees shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the City with a copy of the subpoena or other legal document

requiring the employee's presence. The copy of the subpoena or legal document will be given to the City in advance of the hearing or jury duty or if that is not possible, then the copy must be furnished within 72 hours after the hearing or jury duty date. Employees will be required to call their supervisor when less than a normal workday is required by jury or witness duty. The supervisor shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

ARTICLE 11 – EDUCATION AND CONFERENCE

11.1. Time Off and Financial Reimbursement

Employees will be granted reasonable amounts of time off and financial reimbursement for attending training programs whenever such training is work-related and attendance is required by the Employer.

11.2. Valid Business Expenses

Employees who conduct authorized, official City business or participate in conferences as official representatives of the Employer while outside the City shall be reimbursed for all valid business expenses.

11.3. Access to Training

The Employer is committed to the principle of training for all employees. Whenever feasible, training shall be made available for each employee within a classification within a division to prepare them to perform all the job duties associated with that

classification. Equal access to training opportunities to the extent that operational requirements permit shall be provided.

11.4 Commercial Driver's License Training (CDL)

For positions where the Employer requires an employee to obtain a Commercial Driver's License (CDL) as a requirement of their job, the Employer shall pay for the first training and certification fees. The training and certification will be provided by an approved vendor of the Employer's choice, and the employee will complete the training on approved work time.

Effective for employees who begin city-paid CDL training on or after January 1, 2025, should an employee voluntarily resign or be terminated within the first 12 months after completing their CDL training and measured from the date that they obtain their CDL, the employee shall reimburse the City 100% of the total cost of the CDL training course. Should the employee voluntarily resign or be terminated within 12-24 months after the date they obtained their CDL the employee will repay 50% of the total cost of the CDL course. Should an employee voluntarily resign after 24 months, no CDL training cost repayment shall be required.

The City is authorized and shall have the right to deduct and withhold part or all of such reimbursement from an employee's salary, leave cashouts (vacation, comp-time, etc.) or other amounts due to the employee and may seek recovery of such reimbursement by any legal means. Any outstanding monies owed to the City must be paid in full within 60 days after the last day of employment.

to the employee and may seek recovery of such reimbursement by any legal means. Any outstanding monies owed to the City must be paid in full within 60 days after the last day of employment.

ARTICLE 12 – SALARIES

12.1. Salaries

Wages shall be increased by 3.8% over the base wages of 2024, effective January 1, 2025. Retro-payment will be made no later than June 25, 2025.

In addition to this wage increase, the title of Maintenance Services Worker 1 will receive a 1-grade increase, effective January 1, 2025. This wage adjustment was negotiated in recognition of the encampment clean-up duties that this position may occasionally perform in the right-of-way and other City properties outside of Parks. The parties understand that this is an occasional duty, not to exceed 140 hours of work per employee in a year. The parties agree that the use of contracted firms to perform encampment clean-up duties may be necessary due to the size and scope of clean-up efforts, and the City retains the right to contract out this work as needed.

- 12.1.1 Effective January 1, 2026, wages shall be increased by 100% of the 2025 Seattle-Tacoma-Bellevue June CPI-U with a minimum of 1.5% and a maximum of 4.5%.
- 12.1.2 Effective January 1, 2027, wages shall be increased by 100% of the 2026 Seattle-Tacoma-Bellevue June CPI-U with a minimum of 1.5% and a maximum of 4.5%.

In order to maintain a competitive compensation structure, the City shall complete an external market study of every represented position no less than every three (3) years. The City shall select the vendor that will conduct the market study.

The parties agree to re-open the contract to negotiate any wage adjustments proposed during the life of this contract for those deemed over and under market.

12.2. Step Increases

All anniversary step increases shall begin being paid upon the payday following the anniversary date and thereafter during the life of this Agreement. There is no acceleration of steps.

12.3 **VEBA**

One (1) percent of employee's base pay in lieu of One (1) percent of the existing Deferred Compensation Benefit (Article 14) to fund a City selected and contracted Voluntary Employees' Beneficiary Association (VEBA) plan/vendor. Funding of the VEBA plans for employees will be effective April 1, 2022. Funding of the VEBA account will occur in each pay period where the employee has pay from the City for at least half of their scheduled hours and the City will handle the transfer of funds. During a pay period where the employee does not have pay for at least half of their scheduled hours, they will not have the VEBA contribution (except for leaves covered by FMLA and/or PFML). These funds are provided by the employer and are a Mandatory Employee Contribution to VEBA.

ARTICLE 13 - LONGEVITY

13.1. Longevity Pay Calculation

Effective June 1, 2019 employees shall receive monthly longevity pay in accordance with the following scale:

Years of Service

5 years	2.0% of the monthly Grade a14, step E
10 years	3.0 % of the monthly Grade a14, step E
15 years	4.0% of the monthly Grade a14, step E
20 years	5.0% of the monthly Grade a14, step E
25 years	6.0% of the monthly Grade a14, step E
30 years	7.0% of the monthly Grade a14, step E

Regular part-time employees covered by this Agreement shall receive a pro-rated amount of this scale based on the number of hours scheduled in their workweek.

13.2. Longevity Pay Date

Longevity will be paid as follows based on adjusted service date:

- If the employee's Adjusted Service Date is on or between the 1st and the 15th, the employee will receive their longevity allowances on the 25th of that month.
- If the employee's Adjusted Service Date is on or between the 16th and the 31st, the employee will receive their longevity allowances on the 10th of the next month.

ARTICLE 14 – DEFERRED COMPENSATION

Effective April 1, 2022, the Employer shall make a deposit equal to three percent (3%) of each eligible employee's base wage into a deferred compensation account selected by the employee from the accounts provided by the City, each pay period. Prior to April 1, 2022, the Employer shall make a deposit equal to four percent (4%).

ARTICLE 15 – PAY PERIOD

Employees shall be paid twice each month and any employee who is laid off or terminated shall be paid all monies due on the next following payday. All employees shall be paid on the 10th and 25th day of each month. If the 10th or 25th day of the month falls on a holiday or weekend period, the employees shall be paid on the last business day prior to that period.

All employees will participate in payroll direct deposit.

The employer will provide computer stations in convenient work locations to enable employees to access and print their electronic pay stubs during working hours.

ARTICLE 16 – MANAGEMENT RIGHTS

Subject only to the limitations expressly stated in this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in accord with its responsibilities, powers, and authority, including but not limited to the following:

16.1. The right to establish reasonable work rules.

- **16.2.** The right to schedule overtime in a manner most advantageous to the Employer.
- **16.3.** The right to discipline and/or discharge employees for just cause.
- **16.4.** The right to determine work schedules, to establish the methods and processes by which work is to be performed and the number of employees necessary to perform the work.
- **16.5.** The right to assign work and determine the duties performed by employees in classifications included in the bargaining unit.
- **16.6.** The employer shall retain the right to determine whether layoffs are necessary and in which departments, divisions, and classifications they will occur.
- Application of the management rights as detailed above to employees in the Municipal Court shall reside with the Presiding Judge. The presiding judge of the Renton Municipal Court or their judicial designee will maintain full responsibility for discipline, termination, layoff and recall decisions subject to the provisions of this agreement. It is understood that judicial and administrative duties of the presiding judge cannot be delegated to persons in either the legislative or executive branches of government.

Further, it is understood by both parties that every incidental duty connected with operations enumerated in a job classification is not always specifically described.

ARTICLE 17 – UNION ACTIVITIES

17.1. Paid Release Time

With prior notice, the Employer will grant employees who are Union officials, or members who are appointed to a joint management committee, reasonable time off with pay for the purpose of attending scheduled meetings with City officials. Additionally, members may have 30 minutes prior to the meeting to prepare and 30 minutes after the meeting to debrief. The Shop Steward or alternate Shop Steward and/or one Union official will be granted reasonable time off with pay by the immediate supervisor to investigate grievances. Notwithstanding the above, only two employees per work section shall be released to attend Union meetings during the workday and must code their time as union business.

17.2. Facility Access

The designated Staff Representative of the Union shall be allowed access at all reasonable times to all facilities of the Employer wherein the employees covered under this contract may be working. Access shall be granted for the purpose of conducting necessary official local Union business and investigating grievances; provided there is minimal interruption to normal work processes.

17.3. Union Communication

The Employer shall permit the reasonable use of bulletin boards, e-mail, and interoffice mail by the Union for the posting of notices or communications relating to official Union business.

17.4. Training Time

Union officials may request reasonable time off with pay to attend training that is beneficial to both labor and management. Approval will be at the discretion of the employee's Department Administrator or designee for the scheduling of time, the appropriateness of the leave shall be at the discretion of the Human Resources Department.

17.5. Negotiations

Six (6) members of the Union shall be granted paid release time to participate in negotiations occurring during their normally scheduled work hours. The Union agrees that a bargaining team that is as broadly representative as possible of the various work sites, departments, classifications, and demographics is a goal when selecting the participants for the Union bargaining team.

ARTICLE 18 – LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and complaints of a general nature affecting the Union and the Employer need consideration. To accomplish this end, the Employer and the Union agree that not more than three (3) authorized representatives of the Union shall function as one-half of a Labor/Management Committee; the other half being not more than three (3) representatives of the Employer named for that purpose. The parties agree to allow expanded participation in Labor/Management Committee discussions, when necessary, by mutual agreement. Said committee shall meet as requested by either party for the purpose of discussing and facilitating the

resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. It is understood and agreed that the purpose of this committee does not include the hearing of formal grievances brought under the provisions of Article 23 of this Agreement.

ARTICLE 19 – WORK STOPPAGES AND EMPLOYER PROTECTION

19.1. Uninterrupted City Services

The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective during the term of this Agreement or any extension mutually agreed upon. Specifically, the Union shall not cause or condone any work stoppage including any strike, slowdown, non-bona fide sick leave absence, refusal to perform any customarily assigned duties, refusal to cross a picket line on City premises (unless same is sanctioned by the King County Labor Council), or other interference with City functions by employees under this Agreement. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the foregoing activities has occurred. Should any such activity occur, the Union agrees to take appropriate action immediately to end such interference.

19.2. Work Stoppage

Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union

immediately shall order, in writing, such members to cease engaging immediately in such work stoppage and shall provide the Employer with a copy of such order. In addition, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

19.3. Disciplinary Action for Work Stoppage

Regardless of any penalty to which the Union is subject under this Section, any employee who commits any act prohibited in this section may be subject to the following penalties:

- 19.3.1. Oral reprimand
- 19.3.2. Written reprimand
- 19.3.3. Suspension (notice to be given in writing)
- 19.3.4. Discharge

It is understood that these penalties are not necessarily sequential. Disciplinary action resulting from violation of this Article will be tailored to the nature and severity of the offense.

ARTICLE 20 – NON-DISCRIMINATION

The Employer and the Union agree that they shall not discriminate against any employee because of race, color, religion, national origin, ethnic group, age, gender, marital status, sexual orientation, genetic information, disability status, veteran/military status, union affiliation, non-affiliation or union activities as sanctioned by this contract, and/or any other protected class or characteristic under federal, state, or local law.

ARTICLE 21 - RECRUITMENT AND SELECTION PROCESS

21.1. Posting of Vacancies

Whenever the Employer determines to fill a vacant bargaining unit position, the Employer will post the announcement on the City's website. Vacancies may be posted as internal only recruitments for at least seven (7) working days or external recruitments for at least ten (10) working days. Any City employee may apply for a vacant position.

All bargaining unit employees who apply and meet the selection criteria shall be evaluated in accordance with procedures set forth in the job announcement. Recruitments that are posted internally and then re-posted externally will be considered the same recruitment. A bargaining unit applicant failing to advance during an internal only recruitment will not be considered during any subsequent external recruitment for the vacant position.

Internal postings that result in only one employee passing the selection process may be re-posted externally. As a result, the internal applicant that has passed the prior internal selection process will be considered during the subsequent external process.

21.2. Selection Process

21.2.1. <u>Selection Procedure</u>. The filling of vacancies will be done in an objective, fair and impartial manner. The Employer will determine the selection procedure which may include written, practical, and oral

examinations. Selection criteria will bear a direct relationship to job performance and constitute bona fide occupational qualifications necessary to properly and efficiently function in the position. All qualified applicants will go through a consistent selection procedure and be informed of the passing point for any administered exam.

21.2.2. <u>Process Review</u>. In the event that a bargaining unit applicant is not selected, that employee may request, and shall be given in writing, their itemized score and placement according to test results within one week of the request.

21.3. Eligible Candidate Pool

A candidate that passes the selection process as specified in Section 21.2 above has been determined to be qualified for the position and will have their application remain in the "eligible candidate pool" for that particular recruitment. Hiring managers may offer a position to any candidate who passes the selection process and has their name in the eligible candidate pool.

The Employer may use the eligible candidate pool for a period of up to twelve (12) months to fill vacancies for the same position or another position in the same job classification.

21.4. Promotional Opportunities

Whenever a promotional opportunity within the bargaining unit is created through the conversion of an existing filled position to a new classification with higher duties, the Employer shall give only employees within the same classification and section an opportunity to apply for the promotion.

The Employer will distribute an announcement of the promotional opportunity to the Union President and employees in the same classification and section as the position to be restructured.

Eligible employees may apply for the position by submitting an application within the seven (7) working day posting period. The Employer will award the promotion to the most qualified employee in accordance with Section 21.2 of this Article.

21.5 New Hire Benefits

The City agrees that it will not offer a potential candidate hired into a Union position benefits outside of this Contract unless mutually agreed upon by the City and AFSCME.

ARTICLE 22 – PROBATIONARY PERIOD

22.1. 12-Month Probationary Period

New employees shall serve a probationary period during their first twelve months of employment. During this time, they are considered "At Will" employees and serve at the pleasure of the Employer. Employees terminated during their first twelve months of employment shall not have recourse to the grievance procedure.

22.2. 6-Month Probationary Period

Existing City employees who are promoted shall serve a six-month probationary period. In the event a promoted employee fails to pass probation:

<u>Series Position</u>: The employee will return to his/her lower classification in the series.

<u>Non-Series Position</u>: The employee shall be eligible to return to his/her previous position, if it has not been filled. If the position has been filled, the employee may be eligible to return to his/her previous position if the current incumbent fails their probationary period.

ARTICLE 23 – GRIEVANCE PROCEDURE

23.1. Definition

Grievance is hereby defined as the question or challenge raised by an employee or the Union as to the correct interpretation or

application of this Agreement by the Employer. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance, which may arise during the life of this Agreement.

23.2. Grievance Process

The following steps are agreed upon as the appropriate order of contact:

- Step 1. An employee and/or their Union representative must present a grievance within fifteen (15) working days of occurrence or when the Union or employee knew or should have known of the occurrence to the supervisor, manager, or the official of the Employer most immediately involved. If, however, the grievance concerns a payroll matter involving the computation of the employee's wages the grievance must be presented within thirty (30) calendar days of occurrence or when the Union or employee knew or should have known of the occurrence. The parties shall have fifteen (15) working days to resolve the grievance. The parties agree to meet to discuss the grievance at the request of either party.
- Step 2. The employee and/or Union representative shall present the grievance within 15 working days of the Step 1 response in writing to the employee's Department Administrator. The parties agree to meet to discuss the grievance at the request of either party. The Department Administrator shall attempt to resolve the

matter within 15 working days of the receipt of the written grievance and provide their response in writing to the Union and the grievant.

- Step 3. If not resolved at Step 2, the employee (grievant) shall refer the matter in writing to the Union Grievance Committee for investigation and determination of whether the grievance shall be advanced. Advancement or settlement of a grievance beyond Step 2 of the Grievance Procedure shall be the sole authority of the Union Grievance Committee. The Grievance Committee shall be given reasonable time off with pay for this purpose.
- Step 4. If not resolved by the Department Administrator and advanced by the Grievance Committee, the grievance shall be presented, in writing, together with all pertinent materials to the Mayor or Judge within ten (10) working days of the Administrator's response. The Mayor, Chief Administrative Officer, or designated representative shall schedule a meeting with the Union for the purpose of hearing and reviewing the merits of the grievance. The Mayor, Chief Administrative Officer, or designated representative, shall attempt to resolve the grievance within ten (10) working days of receipt of the material.
- **Step 5.** In the event that the grievance is not resolved at Step 4, the matter may, within twenty (20) working days after the Step 4 decision has been rendered, be referred by either party to the arbitration process. If the matter is

not referred to arbitration within this period, it shall be considered resolved.

If referred to arbitration: (1) the arbitrator's decision shall be final and binding, (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement, (3) the arbitrator shall render a decision within thirty (30) days of hearing, (4) the arbitrator shall be selected by a joint request of a list of names (Washington) from the Federal Mediation and Conciliation Service (F.M.C.S.). Upon receipt, the parties shall eliminate names alternately until one name remains, (5) it is agreed that the costs shall be borne equally between the parties with the exception that if the matter is a question of procedural arbitrability, the losing party shall bear all expenses for the services of the arbitrator. Except as provided above, each party shall be responsible for paying their own costs and fees incurred in the matter.

23.3. Employer Grievance

The following procedure shall be observed if the Employer files a grievance against the Union for an alleged violation of the contract:

Step 1. The Mayor, Judge or their designated representative shall present the grievance in writing to the Union Staff Representative within 10 days of occurrence. The Union shall attempt to resolve the matter within thirty (30) days of receipt.

Step 2. If the matter is not satisfactorily resolved at Step 1, the Employer may within twenty (20) working days refer the matter to arbitration using the procedure outlined in Section 23.2, Step 5.

23.4. Grievance Documentation

Written submissions shall include the specific article(s) of the contract, which were allegedly violated, the specific facts and the remedy sought.

23.5. Grievance Timelines

Grievances shall be properly filed and processed within the timetables outlined at each step. If these timetables are violated by the Union, the grievance shall be deemed waived. If violated by the Employer, the grievance shall be advanced to the next step. Through mutual agreement, the parties may put timelines on abeyance or extend them for a set period of time.

ARTICLE 24 – HEALTH, SAFETY AND PRODUCTIVITY

24.1. Quality and Safety of Work

All work shall be done in a competent, productive, and professional manner. Work shall also be done, in accord with State, Federal, and City safety codes and with ordinances and rules relating to this subject.

24.2. Working Conditions

It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment, where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonably sanitary condition. It shall be a requirement of the employee to immediately report all unsafe conditions in accordance with the City procedures to his/her supervisor upon becoming aware of those conditions. Per City Policy #700-60 dated August 23, 2017, page 4, AFSCME shall select at least one representative and one alternate from each of the following areas: public works, community services/parks, and city hall (collectively known as the Department Representatives). In addition to the Department Representatives, Local 2170 shall have a designated member on the Safety Committee as appointed by the Local Executive Board.

24.3. Rain Gear

Where necessary, employees furnished rain gear by the Employer will be provided up to one (1) set of new rain gear annually, provided that new rain gear will not be issued until used rain gear is returned by the employee to the appropriate supervisor.

24.4. Custodial Services

The Employer shall provide custodial services to employee restrooms and lunchrooms to insure sanitary conditions.

24.5. Safety Shoes

Regular employees in positions listed below shall be entitled to a \$205 shoe allowance annually for the purchase of shoes or boots.

The allowance shall be paid once annually to all active employees listed below as of the first paycheck in March and is subject to tax. New employees shall be eligible for a shoe allowance upon hire, provided however, should the employee fail to successfully pass their probationary period, the value of the allowance shall be withheld from their final paycheck. Reimbursement up to \$205 can be provided on a more frequent basis if shoes are damaged or contaminated on duty and subject to supervisor approval. Nothing in this clause negates the foot protection requirement as described in the Personal Protective Equipment Policy #700-12. Safety shoes required for titles not listed below will be subject to the mutual agreement of the Union and the Employer as to whether incumbent employees are eligible for the allowance.

- Airport Maintenance Worker
- Airport Operations Specialist
- Airport Operations and Maintenance Supervisor
- Building Inspector
- Capital Project Coordinator
- Code Compliance Inspector, Lead Code Compliance Inspector
- Construction Engineering Inspector
- Custodian, Maintenance Custodian, Lead Maintenance Custodian, Custodial Maintenance Supervisor
- Electrical Technician
- Facilities Supervisor
- Facilities Technician 1 and 2

- Fleet Management Technician
- Golf Course Maintenance Worker 1,2,3
- Grounds Equipment Mechanic
- HVAC Systems Technician
- Lead Construction Engineering Inspector
- Lead Golf Course Maintenance Worker
- Lead Electrical/Control Systems Technician
- Lead Vehicle & Equipment Mechanic
- Lift Station Technician
- Maintenance Services Worker 1,2,3 and Lead Maintenance Services Worker
- Pavement Management Technician
- Parks Maintenance Assistants 1&2, Parks Maintenance Worker 1,2,3 Lead Parks Maintenance Worker, Parks Maintenance Supervisor
- Signal/Electronic Systems Technician 1,2,3,
 Signal/Electronic Systems Supervisor
- Solid Waste Maintenance Worker
- Street Maintenance Services Supervisor
- Traffic Maintenance Worker 1,2, Senior Traffic
 Maintenance Worker, Traffic Signage & Marking Supervisor
- Vehicle & Equipment Mechanic
- Waste Water/Surface Water Maintenance Supervisor
- Water Maintenance Services Supervisor

- Water Meter Technician
- Water Quality/Treatment Plan Operator
- Water Utility Maintenance Supervisor
- Water Utility Inspector SCADA Technician
- Water Utility Maintenance Technician

For positions not named above, a request for reimbursement of safety footwear up to \$175 is available once per year, upon the completion and approval of the Hazard Assessment for PPE Certification form by the City's Safety Officer. The purchase shall meet the standards of protection required such as toe protection, punction resistance, electrical protection, etc. City staff are prohibited from using a City-issued Purchase Card for this purchase.

ARTICLE 25 – SAVINGS CLAUSE

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

ARTICLE 26 – ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties is intended to replace the prior

agreement and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise agreed, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

All wages and/or benefits being received prior to this contract by members covered in this Agreement shall not be reduced except where specifically modified by this Agreement.

ARTICLE 27 – PRIORITY OF FEDERAL, STATE AND CITY LAWS

It is understood and agreed by and between the parties that in negotiations and collective bargaining and in the administration of all matters covered by this Agreement, the parties hereto and the City employees are governed by the provisions of applicable State laws, City Ordinances and Resolutions. If there is a conflict between any provision of this Agreement and State law, the latter shall prevail. Provided, however, the Employer agrees that no Ordinance or Resolution shall modify or change any article or section of this Agreement during the life of said Agreement.

ARTICLE 28 – VOLUNTEERS

The City and Union agree that volunteer programs can be mutually beneficial to the City, employees, and citizens of Renton. The parties recognize that volunteer programs provide a sense of community involvement and require a commitment of time and service on behalf of the volunteer. To that end, the City is committed to working in partnership with the Union to build successful volunteer programs.

The use of volunteers will not supplant bargaining unit positions. No bargaining unit member shall be laid off as a result of volunteer programs.

The City and the Union will meet in a labor-management forum and come to mutual agreement prior to implementing any new volunteer programs.

ARTICLE 29 – DISCIPLINE

29.1 Discipline

The City shall not discipline or discharge an employee without just cause. Employees shall be given the opportunity to have a Union Representative present at meetings where disciplinary proceedings will take place.

The City agrees with the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

- 29.1.1. Oral reprimand (which shall be reduced to writing although not placed in the employee's personnel file)
- 29.1.2. Written reprimand
- 29.1.3. Suspension
- 29.1.4. Discharge

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action, as they deem appropriate.

29.2 Demotion

The term "demotion" as used in this provision means the involuntary reassignment of an employee from a position in one job classification to a lower paying position in another job classification. In any case involving demotion, the employee shall have the right to due process.

ARTICLE 30 – LEAVE DONATION

A Leave Donation Program has been established to assist employees faced with a serious medical illness or injury to themselves or an immediate family member. The Leave Donation Program will be administered in accordance with City Policy #350-12 (Leave Donation), as revised effective August 23, 2017. The following exception applies as a benefit above and beyond those granted by the Policy. State-Registered domestic partners shall be considered family when considering qualifying events for donation. Donated leave may be: vacation, compensatory time, personal holidays, and sick leave. Sick leave donation is capped at

80 hours per recipient per calendar year. The donator's bank cannot drop below 80 hours.

ARTICLE 31 – LAYOFF AND RECALL

31.1. Layoff and Recall

The Employer shall retain the Right to determine whether lay-offs are necessary and in which department(s) and classification(s) they will occur. City employees in other departments are not eligible to exercise bumping rights to displace any Court employees regardless of seniority or job classification.

31.2. Definitions

- 31.2.1. Adjusted Hire Date: The date used to determine "City Seniority." The Adjusted Hire Date is calculated on the employee's length of continuous service with the City in a regular full-time or part-time position. Part-time employees will have their length of continuous service adjusted for longevity purposes. Seniority earned as a regular, part-time employee shall be prorated. The City will calculate the number of compensated hours in any regular position and divide the total by full time equivalent hours (e.g. 2080 hours per year) to determine the employee's adjusted hire date for purpose of seniority.
- 31.2.2. <u>Bumping Rights</u>: An employee's ability to move into the same classification or another classification, in

- which he/she has previously achieved regular status, based on his/her overall seniority.
- 31.2.3. <u>Classification</u>: A classification is a position or group of positions performing similar duties that have the same title, class code, and salary range.
- 31.2.4. <u>Classification Series</u>: A series of related classifications with an entry level and one or more additional levels as defined in City Policy #320-01, Classification Series.
- 31.2.5. <u>Initial Probationary Period</u>: The probationary period served by a new employee when hired into a regular position with the City.
- 31.2.6. <u>Layoff</u>: A reduction in the workforce due lack of funds, lack of work, or the result of a reorganization.
- 31.2.7. Recall List (also called "Reemployment List," "Rehire List," or "Layoff List"): A list of employees who have been laid off from a specific classification and who are eligible for recall.
- 31.2.8. <u>Original Hire Date</u>: The first day an employee started working for the City, either in a regular status or non-regular status position.
- 31.2.9 <u>Previously Held Position</u>: A position within the City's classification system to which the employee has been

formally appointed and successfully completed probation.

- 31.2.10. <u>Probationary Employee</u>: An employee in their initial probationary period who has not achieved regular employee status.
- 31.2.11. Recall (also called "Reinstatement"): When an employee on the recall list returns to the classification from which he/she was laid off or to a lower classification in which they previously achieved regular employee status.

31.2.12. <u>Seniority</u>:

- 31.2.12.1 <u>City Seniority</u>, or "Adjusted Hire Date," is an employee's length of continuous service with the City in a regular full-time or part-time position.
- 31.2.12.2 <u>Classification Seniority</u> is the date that the employee was appointed to his/her current position. Classification seniority shall be prorated as described under the definition of Adjusted Hire Date.

31.3. Departmental Review

- 31.3.1. Each department may periodically review its budget and projected workload to determine if layoffs are necessary.
- 31.3.2. If it becomes necessary to initiate organizational change for any reason that results in the reduction of employees, the Department Administrator will discuss the organizational change with the Mayor or designee and the Human Resources Risk Management Administrator prior to making any changes. The Department Administrator will determine which classifications will be affected.
- 31.3.3. The Mayor will have final authority to eliminate positions and/or lay off employees.

31.4. Human Resources Risk Management Review

- 31.4.1 Once the Department Administrator has determined which classification(s) will be affected, Human Resources Risk Management (HRRM) will determine which employee(s) shall be laid off.
- 31.4.2. No lay-off or reduction to a lower classification shall be executed so long as there are non-regular (temporary) employees, whether full-time or part time, performing substantially similar job duties in a specific department/division.

- 31.4.3. For the purpose of the initial layoff, classification seniority shall be the determining factor. Employees shall be laid off from their department or major division in the inverse order of their classification seniority in the classification in which the work force is being reduced. New employees in the affected classification, serving in their initial probationary period, shall be separated before any regular Union employee is laid off in the work unit.
- 31.4.4. At no time shall layoff, bumping, or recall result in a promotion.
- 31.4.5. Tie-Breakers: In the event two or more employees have the same classification seniority, City seniority shall prevail. In the event two or more employees have the same City seniority, a tie-breaker will be used to determine the employee with the least seniority. The tie-breaker will be the last four digits of the employee's social security number. The employee with the lowest number shall be considered the employee with the lowest seniority.
- 31.4.6. It is understood that classifications may change title. If a classification has been re-titled or a new classification created and the duties are substantially the same, the employee shall be considered having "previously achieved regular employee status" in the re-titled or new classification.

31.5. Notice of Layoff

- 31.5.1 It is the City's intent to provide employees with notice of any layoff at least thirty (30) calendar days in advance of the intended layoff date. When such a time period is not possible, employees shall be provided with at least two weeks (14 calendar days) notice or receive two weeks' pay in lieu of notification.
- 31.5.2 Layoffs resulting from the biennial budget process shall not be final until such time as the budget is adopted by the City Council.

31.6. Bumping Rights

- 31.6.1. An employee who is laid off may replace another employee in an equal or lower classification series in which the employee works or has previously achieved regular employee status, provided such employee has greater City seniority than the employee whom he/she seeks to replace, and provided the replacing employee is qualified to perform the work without further training.
- 31.6.2. An employee who is laid off may not replace another employee in the same classification in the same workgroup from which they are in the process of being laid off.

- 31.6.3. The requirement to have previously worked in a classification shall not apply to employees bumping down to a lower compensated position within a recognized classification series (e.g., Maintenance Service Worker, Fire Inspector, etc.).
- 31.6.4. If the employee is not eligible to bump into another classification based on his/her City seniority, the employee shall be laid off and have his/her name placed on the recall list.

31.7. Recall Rights

- 31.7.1. The name of any employee who is laid off shall be placed on the recall list for a period of two (2) years.
- 31.7.2. Employees who are laid off may be recalled to the original classification from which they were laid off or to a lower classification in which they previously achieved regular status with the City, provided they are qualified at the time to perform the work in the classification to which they are recalled without further training.
- 31.7.3. When there is a recall during the life of the recall list, employees who are still on the list shall be recalled in the inverse order in which they were laid off.

- 31.7.4. The City shall not hire new employees in a given classification as long as there are still employees on the recall list eligible for recall to that classification.
- 31.7.5. If employees bump into another classification or if employees are recalled to a lower classification in a series, they shall have the right to return to the classification from which they were originally laid off as long as their name remains on the recall list.
- 31.7.6. An employee who bumps into the same classification but in a different department/division shall have no recall rights to the position from which he/she was originally laid off from.
- 31.7.7. Employees shall be responsible for keeping HRRM informed of a current e-mail, phone number, and postal mailing address. HRRM will provide notice of recall using e-mail and certified mail. Employees who are recalled to a position shall have seven (7) calendar days from the date they receive notification by certified mail of the recall to respond to HRRM and either accept or reject the position.
- 31.7.8. Employees who reject, or fail to respond to, a recall offer back to the original classification from which they were laid off shall have their names removed from the recall list.

- 31.7.9. Seniority dates will be handled as follows during the event of recall, or rehire into a different regular position. For the purposes of this section, "regular position" also includes Limited Term positions:
 - 31.7.9.1 **City seniority:** Employees who have been recalled or rehired into a regular position within the recall period shall retain their City seniority as of the date of layoff and shall begin accumulating additional City seniority when recalled or rehired back to work.
 - 31.7.9.2 Classification seniority: Employees who have been laid off shall begin accumulating additional classification seniority when recalled to the classification from which they were laid off. Employees who are rehired into a different regular position within the recall period shall begin accumulating classification seniority in the "new" classification as of their date of rehire.
 - 31.7.9.3 Employees affected by layoffs: Employees who bump into a different classification as part of a layoff shall retain their classification seniority as of the date of layoff and shall begin accumulating additional classification seniority when

recalled back to the classification from which they were originally laid off. City seniority shall continue to accumulate as long as the employee remains continuously employed in a regular position.

- 31.7.9.4 **Accrual rates:** Longevity, vacation, and sick leave accrual rates shall be the same as they were on the date of the layoff.
- 31.7.10 Employees recalled, or rehired into a different regular position within the recall period, shall have their sick leave balance restored to the amount he/she had at the time of the layoff, excluding any cashed out hours.

ARTICLE 32 – FINGERPRINTING

32.1. Fingerprint Check Requirements

All union members who have authorized access to or direct responsibility for configuring and maintaining computer systems and networks that could access Criminal Justice Information (CJI) and/or have access to the Criminal Justice Information System (CJIS) network must pass a fingerprint check prior to unescorted access. Fingerprint check results will be provided to the Police Chief or designee for review and determination to pass or fail access.

32.2. Fingerprint Check Passed

Employees moving into a position that requires a fingerprint check must be fingerprinted and successfully pass prior to receiving a formal written offer.

32.3. Fingerprint Check Failed

If access is denied, management will attempt to transfer the employee to a non-CJI/CJIS access location. The union member may also request alternative employment for which he/she qualifies, if available. It is understood that in order to continue the employment of a member denied access, the city may need to place the member in an alternate job or job site without posting the position. Failure to be granted access shall not be considered part of the discipline process. The union and the city shall utilize the Labor/Management Committee process to negotiate any potential impacts.

32.4. Right of Appeal

Members denied access by the Chief of Police will have the right of appeal. Appeal may be made in writing or by scheduling a meeting with the Police Chief. If a meeting is requested a good faith attempt will be made to meet within ten (10) business days to hear the appeal. The Police Chief will issue a final determination within five (5) business days of the appeal meeting or receipt of a written appeal, if no meeting was requested. In the case of transfer or promotion the position being applied for will not be filled until the appeal has been heard and decided by the Police Chief.

Members will have the right to be assisted in the appeal, be it a meeting or written form, by an AFSCME Council 2 Representative or designee.

32.5 Document Destruction

All documents will be destroyed after the final report has been provided to Human Resources or after any appeal process is completed. The final report presented to Human Resources will not be kept in the Personnel file.

ARTICLE 33 – DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2025, and shall remain in full force and effect until and through December 31, 2027.

Signed this $\frac{9^{-44}}{2}$ _day of	<u>anil</u> , 2025, at
Renton, Washington.	
	LOCAL 2170, WASHINGTON STATE COUNCIL
CITY OF RENTCM	OF COUNTY AND CITY EMPLOYEES,
\wedge	AMERICAN FEDERATION OF STATE, COUNTY,
	AND MUNICIPA LIMPL O'EES, AFL-CIO.
	Jun Wary W
Armondo Pavone, Mayor	Jared McDonald, tocal 2170 President
Chil Gilan	//h
Kim Gilman,	Jason Anfield, Staff Representative
HR Labor Manager	W attington State Council of County & City Employees

ATTEST:

Jason Seth, City Clerk

APPROVED AS TO FORM:

Approved by Alex Tuttle via email 4/15/2025 Shane Moloney, City Attorney

APPENDIX A – AFSCME CLASSIFICATIONS IN ALPHABETICAL ORDER (with Job Grades)

a04	*Accounting Assistant 1	a19	Electrical Technician
a06	*Accounting Assistant 2	a23	Emergency Management Coordinator
a08	*Accounting Assistant 3	a11	Encampment Clean-up Worker
a10	*Accounting Assistant 4	a19	Encampment Clean-up Lead
		a14	*Engineering Specialist 1
a10	Administrative Secretary 1	a20	*Engineering Specialist 2
a24	Airport Operations & Maintenance	a24	*Engineering Specialist 3
	Supervisor	a26	Facilities Coordinator
a12	Airport Maintenance Worker	a23	Facilities Supervisor
a15	Airport Operations Specialist	a14	*Facilities Technician 1
a32	Assistant Airport Manager	a16	*Facilities Technician 2
a15	Asset Management Systems Tech.	a19	Farmers Market Coordinator
a18	*Assistant Planner	a11	Fleet Management Technician
a22	*Associate Planner	a22	*GIS Analyst 1
a22	Building Inspector/Combination	a24	*GIS Analyst 2
a22	Building Inspector/Electrical	a27	*GIS Analyst 3
a24 a21	Building Plan Reviewer Business Coordinator-Airport	a03	Golf Course Associate
azı	business coordinator-Airport	a06	*Golf Course Maintenance Worker 1
a24	*Business Systems Analyst	a10	*Golf Course Maintenance Worker 2
a28	*Senior Business Systems Analyst	a14	*Golf Course Maintenance Worker 3
a29	Capital Project Coordinator	a10	Golf Course Operations Assistant
a22	Case Manager	a15	Grounds Equipment Mechanic
a12	City Clerk Specialist 1	a15	Housing Maintenance Technician
a16	City Clerk Specialist 2	a23	Housing Repair Coordinator
a26	*Civil Engineer 1		
a30	*Civil Engineer 2	a21	Human Services Coordinator
a33	*Civil Engineer 3	a19	HVAC Systems Technician
a31	Client Technology Services & Support	a20	Inspecting Arborist
	Supervisor	a11	IT Procurement & Contract Coordinator
a16	*Client Technology Services Specialist 1	a29	ITS & Signal Maintenance Supervisor
a20 TBD	*Client Technology Services Specialist 2	a09	Judicial Specialist 1
a22	*Client Technology Services Specialist 3 Code Compliance Inspector	a13	Judicial Specialist 2
a22	Communications Specialist 1	a26	Lead Building Inspector
a22	Communications Specialist 2	a26	Lead Code Compliance Inspector
a22	Construction Engineering Inspector		
a16	Court Operations Specialist	a26	Lead Construction Engineering Inspector
a08	Court Security Officer	a26	Lead Electrical Control Systems Technician
a23	Custodial Maintenance Supervisor	a18	Lead Golf Course Maintenance Worker
ulo	Custoura Manitemanee Supervise.	a11	Lead Maintenance Custodian
a02	Custodian	a18	Lead Maintenance Services Worker
a17	Digital Communications Specialist	a18	Lead Park Maintenance Worker
a18	Development Services Representative	a21	Lead Vehicle & Equipment Mechanic
a20	*Economic Development Specialist	a11	Legal Assistant

	2027		
a17	Lift Station Technician	a08	Secretary 2
a18	Maintenance Buyer	a25	*Senior Economic Development Specialist
a08	Maintenance Custodian	a29	*Senior Network Systems Specialist
a07	*Maintenance Services Worker 1	a23	Senior Paralegal
a10	*Maintenance Services Worker 2	a29	*Senior Planner
a14	*Maintenance Services Worker 3	a20	Senior Program Specialist
a26	Neighborhood Program Coordinator	a19	*Senior Sustainability Specialist
a25	*Network Systems Specialist	a30	*Senior Systems Analyst
a25	*Network & Security Engineer 1	a17	Senior Traffic Maintenance Worker
a29	*Network & Security Engineer 2	a15	*Signal/ITS Technician1
a18	Paralegal	a19	*Signal/ITS Technician 2
a22	Park Maintenance Supervisor	a23	*Signal/ITS Technician 3
a04	Parks Maintenance Assistant	a24	Street Maintenance Services Supervisor
a06	*Parks Maintenance Worker 1	a34	Structural Plans Examiner
a10	*Parks Maintenance Worker 2	a17	*Sustainability Specialist
a14	*Parks Maintenance Worker 3	a27	*Systems Analyst
a23	Pavement Management Technician	a10	*Traffic Maintenance Worker 1
a14	Permit Services Specialist	a14	*Traffic Maintenance Worker 2
a23	Plan Reviewer	a21	Traffic Signage & Marking Supervisor
a15	Planning Technician	a28	Transportation Planner
a37	Principal Civil Engineer	a23	Utility Accounts Supervisor
a32	Principal Planner	a16	Vehicle & Equipment Mechanic
a04	Print & Mail Assistant	a24	Waste Water Maintenance Services Supv.
a14	Print & Mail Supervisor	a24	Water Maintenance Services Supervisor
a24	Property Services Specialist	a12	Water Meter Systems Specialist
a04	Pro Shop Assistant	a08	Water Meter Technician
a17	Program Assistant	a22	Water Meter Technician Services Supervisor
a26	*Program Development Coordinator 1		
a29	*Program Development Coordinator 2	TBD	Water Treatment Plant Trainee
a14	Program Specialist	a19	Water /Treatment Plant Operator
a21	Public Records Analyst	a21	SCADA/Telemetry Technician
a17	Public Records Specialist	a28	Water Treatment Operations Supervisor
a09	Purchasing Assistant	a18	Water Utility Maintenance Technician
a19	Recreation Program Coordinator		
a10	Recreation Assistant	*Classi	fication Series
a16	Recreation Specialist		
a14	Recreation Systems Technician		

APPENDIX B – Wage Study

The Employer will provide an additional one-grade increase beyond the 2025 wage adjustment for any position that did not have a market study since July 2022. This increase will be added to the base pay effective the first full pay period after ratification and Council adoption, with retro payment back to January 1, 2025 made no later than June 30, 2025. Only those employees actively on the payroll on March 3, 2025 are eligible for this one-grade increase.

The City commits to holding a market study for the positions listed below in 2025, with the market data shared with the Union no later than December 1, 2025.

Title
Accounting Assistant 1
Accounting Assistant 2
Accounting Assistant 3
Accounting Assistant 4
Administrative Secretary 1
Airport Maintenance Worker
Airport Operations & Maintenance Supervisor
Asset Management Systems Technician
Assistant Airport Manager
Assistant Planner
Associate Planner
Building Inspector-Combination

Building Inspector-Electrical
Building Plan Reviewer
Business Coordinator
Business Systems Analyst
Case Manager
City Clerk Specialist 1
City Clerk Specialist 2
Client Technology Services & Support Supervisor
Client Technology Services Specialist 1
Client Technology Services Specialist 2
Code Compliance Inspector
Communications Specialist 2
Construction Engineering Inspector
Court Operations Specialist
Custodian
Engineering Specialist 1
Engineering Specialist 2
Engineering Specialist 3
Facilities Coordinator
Facilities Technician 1
Facilities Technician 2
Farmers' Market Coordinator
GIS Analyst 1
GIS Analyst 2
GIS Analyst 3
Golf Course Operations Assistant
Human Services Coordinator
Judicial Specialist 1
Judicial Specialist 2
Lead Electrical/Control Systems Technician

2025 – 2027
Legal Assistant
Maintenance Buyer
Maintenance Custodian
Network Systems Specialist
Paralegal
Parks Maintenance Assistant
Parks Maintenance Supervisor
Permit Services Specialist
Principal Planner
Print & Mail Assistant
Program Assistant
Program Development Coordinator 1
Program Specialist
Property Services Specialist
Public Records Analyst
Recreation Assistant
Recreation Program Coordinator
Secretary 2
Senior Business Systems Analyst
Senior Network Systems Specialist
Senior Paralegal
Senior Planner
Senior Sustainability Specialist
Senior Systems Analyst
Street Maintenance Supervisor
Structural Plans Examiner
Sustainability Specialist
Systems Analyst
Utility Accounts Supervisor
Wastewater/Surface Water Maintenance Supervisor

Water Maintenance Services Supervisor
Water Meter System Specialist
Water Meter Technician
Water Meter Technician Supervisor

As there is special interest in the Maintenance Services Worker 3 position, this title will be added to the first batch of positions to be studied in 2025. If any comparable Maintenance Services Worker 3 positions found at other cities for the market study receive a CDL premium, that premium will be considered in addition to the base wage. As this position received a wage adjustment in 2024, this title is not eligible for the one grade pay increase as described above.

In order to maintain a competitive compensation structure, the City shall complete an external market study of every represented position no less than every three (3) years. The survey will report at the maximum of base pay plus any deferred compensation amount, as well as just base pay data. The City will select the vendor to conduct the market study. Selection of the matches and associated job descriptions for the matches will be shared with the Union.

The 10 comparable cities used for the study will include: Auburn, Bellevue, Everett, Federal Way, Issaquah, Kent, Kirkland, Redmond, Sammamish and Shoreline.

Lakewood and Marysville will be used as alternate cities, in case 3 or more matches can not be found from the cities listed above.

The parties agree to re-open the contract to negotiate any wage adjustments proposed during the life of this contract for those deemed under and over market.

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