

AGREEMENT

by and between

THE CITY OF SAMMAMISH

AND

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES/**

AFSCME COUNCIL 2

LOCAL 1425

JANUARY 1, 2024 – DECEMBER 31, 2026

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PREAMBLE

This Agreement is made and entered into by and between the City of Sammamish, herein referred to as the Employer, and the Washington State Council of County and City Employees Council 2, AFSCME, Local 1425, herein referred to as the Union. The purpose of this Agreement is to set forth the hours of work and conditions of employment for the employees of the Employer who are represented by the Union as set forth in Article I herein.

ARTICLE 1 - RECOGNITION AND UNION RIGHTS

Section 1. Recognition.

The Employer hereby recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time nonsupervisory employees working at the City of Sammamish, excluding supervisors, confidential employees, and temporary/seasonal employees. Excluded positions include: City Clerk, Building Services Manager, and Traffic Engineering Manager and Police Executive Assistant.

Any limited term employee hired for a duration of greater than 6 months shall be entitled to all of the rights and benefits of this collective bargaining agreement, but their position can be eliminated in accordance with the terms of the employee's acceptance letter.

The Union shall provide the City with a list of Union officials, representatives, and union stewards, along with their current phone numbers for contacting them. Should the list of names or their phone numbers change then a revised list shall be provided to the City Human Resources Department within five (5) working days of the change.

Section 2. Employees Covered.

The Employer agrees to advise the Union in advance of the elimination of any classifications or the creation of new classifications within the bargaining unit. The Employer agrees to negotiate the impacts of any such actions with the Union. In cases of dispute the parties agree to follow the Public Employment Relations Commission (PERC) procedures for a Unit Clarification.

Section 3. Orientation of New Employees.

The Employer agrees to notify the Union in writing of any new bargaining unit employees, including their job title and department, that are listed in Article 1 of this agreement within five (5) days of their employment. Within the first ninety (90) days of employment, a new employee, and an officer of the Local shall be granted the option to attend a union orientation meeting scheduled by the employer of up to thirty (30) minutes on paid time.

Section 4. Visits by Union Representatives.

A. Upon advance notification by a duly authorized Staff Representative of the Union, they shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of conducting Union business provided, however, that no interference with the work of the employees or the proper operation of the Employer will result in the interference of City business.

B. Local Union Officers or Stewards may investigate and process grievances, along with the potential grievant, during working hours without loss of pay, with the agreement of their immediate supervisor. They are to maintain the progress of work and notify their immediate supervisor before leaving their place of work to investigate or discuss the grievances or handle a complaint.

Section 5. Bulletin Boards and Email.

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

The Employer shall also permit the use of the Employer's electronic mail for one-way, outgoing communication for the Union to send members similar notices and information. Electronic mail sent using the Employer's system is subject to the Public Records Act (chapter 42.56 RCW) and routine monitoring by the City's Information Technology Department. The Union should not have any expectation of privacy in communications via the Employer's system. It is the Union's responsibility to create and maintain an Outlook Active Directory Group of represented staff for the use of electronic mail.

Section 6. Member Information.

Consistent with RCW 41.56.035, the City shall provide the Union with the following information about each bargaining unit member: employee name, work site/duty station, work address, home address, home phone, work phone, personal email, work email, birth date, hire date, job classification, department, hours worked, and monthly base wage.

Section 7. Negotiations.

The Employer shall provide release time for four (4) Union members to participate in collective bargaining. On an as needed basis, one additional Union member shall be provided release time to act as a source material expert subject to mutual agreement of the Employer and Union. The Union staff representative is not a City of Sammamish employee and is not counted in the limits described in this Section.

ARTICLE 2 - UNION DUES DEDUCTION

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 days of the employee executing the document. The Employer shall provide to the Union every six months a complete list of all bargaining unit members that includes: employee name, work address, work phone, work email, hire date in current bargaining unit, job classification, department, and monthly base wage.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify and defend the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- Plan, direct, and control all operations and services of the City including its mission, budget, strategic direction, service levels, staffing levels, and resource requirements;

- Determine the methods, means, and organization by which City operations and services shall be undertaken and accomplished;

- Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for cause;

- Assign work, schedule the hours of work, alter work schedules, and authorize overtime;

- Establish the duties and responsibilities of positions and employees;

- Establish and implement policies and procedures for evaluating the performance of employees;

- Determine the kind and location of facilities and the location at which work will be performed;

- Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;

- Recruit, hire, and promote employees based on standards established by the City; and

- Determine the need for additional training and assign employees to complete any such training.

The above management rights shall not be exercised in a manner that conflicts with City ordinances, personnel rules, or this Agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the decisions and impacts of the decisions that affect hours, wages, and working conditions, and other terms and conditions of employment. The City and Union agree this includes the impacts of temporary or emergency federal or state health and safety requirements.

ARTICLE 4 - SUBCONTRACTING

The City retains the right to use subcontractors for any and all work provided that the use of subcontractors shall not be applied to supplant bargaining unit positions.

ARTICLE 5 - PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, or national origin. The Union shall share equally with Management the responsibility for applying this provision of the Agreement. Any allegations of a violation of this Article may be either grieved in accordance with the grievance procedure or adjudicated in another forum, but not in both. Therefore, filing a claim with an agency like the EEOC or HRC is a waiver of the right to file a grievance and vice versa.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 1. Regular Hours.

The normal work week for full-time employees shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The normal workday for full-time employees shall be eight (8) consecutive hours within a twenty-four (24) hour period, in five (5) consecutive days or ten (10) consecutive hours within a twenty-four (24) hour period in four (4) consecutive days.

All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time as assigned by management. The regular work shift may be modified on a temporary basis from time to time based on operational needs such as special events or projects, inclement weather conditions, etc. In such cases, the Employer will give as much advance notice as reasonably possible under the circumstances.

The normal work hours for the administrative offices shall be from 8:30 am to 5:00 pm, which includes a paid fifteen- (15) minute break in the morning and in the afternoon, and an unpaid lunch break of either one-half (1/2) hour or one hour (1) with the agreement of the Employer. The normal work hours may also differ due to staff evening events such as Council meetings and Planning Commission meetings. In such cases, employees will be allowed to flex their schedules with supervisory permission. Employees may request and the supervisors may authorize alternative work schedules such as 9/80's or 4/10's through the City's established form process for requesting an alternative work schedule.

The normal workday for M&O employees covered under this agreement shall be 6:30 to 3:00 for eight (8) hour days, and 6:00 to 4:30 for four-ten (4/10) work shifts, generally Monday through Friday. Shifts for M&O employees in the Parks Department may include weekends. Supervisors may temporarily modify shifts due to extreme weather conditions or special events. M&O employees may be required to work a 4/10 schedule for part, or all, of the year depending on

operational needs. The City and Union agree to further discuss the Pilot Parks Summer Schedule MOU from February 2022 with the Labor-Management Committee in 2024.

Section 2. Work Schedules.

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. The Employer shall provide at least thirty (30) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. The thirty (30) day requirement may be waived, with notice to the Union, if mutually agreed to by affected employees and management. Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated below in Section 3. The Employer shall have the right to temporarily deviate from the normal work schedule and activities and notice of such change shall be posted not less than ten (10) days in advance of the change, except in the event of unforeseen circumstances, or emergencies or in accordance with Section 1.

Employees' work schedules shall at a maximum be changed up to two (2) times in one calendar year (snow and ice/emergency events are not included in the total). For example: If an employee works 8-hour shifts, Monday-Friday, then changes schedule to 10-hour shifts Monday-Thursday, this would be considered as one schedule change. More than two (2) schedule changes within a calendar year may be made with mutual agreement of an employee and supervisor.

Section 3. Remote Work.

The City shall provide, maintain, and implement a remote work policy and procedures for eligible employees that allows an employee to perform work, during their approved work schedule, at a location different from their City worksite by using technology that allows access to normal work material (e.g., email, telephone, and electronic documents) consistent with the City's Telework Policy. Positions eligible for remote work shall be determined by agreement between City management and the Union.

Section 4. Emergencies.

When the City Manager or designated representative has determined that an emergency exists, the Union agrees that the provisions of this Article may be temporarily suspended in order to control the situation which has caused the emergency. Emergencies may include but not be limited to: unscheduled personnel shortages, natural disasters, forecasted severe weather conditions such as snow and ice or windstorms, pandemics, terrorist acts.

A. Emergency Shift Differential.

All regular full time bargaining unit employees in Public Works and Parks Recreation & Facilities who voluntarily or by assignment work the snow operations night shift, shall be paid a shift differential of \$7 per hour for the entirety of their emergency shift. Shift differential is to be paid only for the specified emergency shift. When an employee working a differential-eligible shift is temporarily assigned to a non-differential-eligible shift for a period of five (5) working days or less, the employee shall continue to receive their current hours of shift differential. A temporary change in shift assignment initiated by the employee is not covered by this provision. For example, if a night shift employee is assigned to provide day shift coverage for a period of five (5) working days or less, the night shift employee will continue to receive their night shift differential while temporarily on the day

shift. Shift differential does not apply to vacation, holiday pay, bereavement leave, or other paid leave benefit.

B. Beginning of Night Emergency Shift:

The employer shall allow employees working the night emergency schedule to go home for the remainder of their previously scheduled shift or not report for their next previously scheduled shift. Employees allowed to go home or not report to work prior to the start of the night shift shall be paid at their regular straight time hourly rate the amount of hours necessary to equal a full 8-hour shift. For example, if a night shift employee whose regular shift starts at 6:30am does not report to work until the start of the night shift at 10:00pm, the employee will be paid 6 hours giving them 8 total hours that day.

C. Ending of Night Emergency Shift:

For employees on night emergency shift, notice will be provided via voicemail and text message to both an employee's personal and city-issued cell phones notifying employees who would be reporting to work at the next emergency shift.

Pay would be applied as follows:

- On regularly scheduled workdays, employees will begin their shift at the emergency shift start time, work until the end of regular (non-emergency) shift time, and receive their regular shift pay. For example, if their regular shift starts at 6:30am and their emergency shift starts at 10:00am, the employee will report to work at 10:00am, work until 3:00pm, and would be paid for a full shift at the regular rate of pay.
- On nonscheduled workdays (typically weekends), if an employee is not notified of an emergency shift cancellation prior to their arrival to work, the employee will be paid for a callout.

D. Emergency Meal Per Diem. Employees who are working an emergency schedule shall receive a meal per diem in the amount of \$20 for every shift worked regardless of length.

E. Emergency Lodging. The City recognizes the importance of employee safety during emergency events and further recognizes the mutual benefit to both parties. The Employer and the Union agree to explore the topic of emergency lodging and establish parameters for this benefit through future Labor-Management Committee meetings consistent with Article 21.

F. Emergency Shift Transition. If the Employer declares an emergency event requires around the clock operations, the Employer may allow employees who will be working a modified schedule to go home for the remainder of their previously-scheduled shift or not report for their next previously-scheduled shift. Employees allowed to go home or not report shall be paid at their regular straight time hourly rate for the remainder or entirety of their previously-scheduled shift.

Section 5. Inclement Weather.

Vacation leave, floating holiday, compensatory time, or leave without pay may be applied for any time missed due to inclement weather. Paid sick time may be applied for the care of a dependent

child in the event their school or daycare is closed due to weather. The employee shall advise the supervisor by phone or e-mail as in any other case of late arrival or absence.

Section 6. Overtime.

All overtime must be approved in advance by the employee's supervisor. Overtime shall be compensated at time and one-half (1 ½) times the employee's rate of pay for all hours worked in excess of 40 hours in the work week. The work week shall begin on Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. All compensable hours shall be considered as time worked. There shall be no pyramiding of overtime.

When overtime is needed, the employer will first seek volunteers from among qualified employees before assigning mandatory overtime.

Section 7. Compensatory Time.

Employees may elect to receive compensatory time at the applicable overtime rate for any overtime hours worked and accrue up to 80 hours. Employees may choose to cash out up to 40 hours of compensatory one time each year. When employment is terminated, all unused compensatory time is paid out at the rate of 100%. An employee cannot be required to accept compensatory time in lieu of overtime pay.

Section 8. Weekend Shifts.

During the summer months, generally from early May through September, the Parks Maintenance Workers shall have their regular straight time shifts modified to a daytime 4-10 schedule with one shift running from Sunday through Wednesday and the other shift running from Wednesday through Saturday. Lead Maintenance Workers will remain on a regular Monday through Friday shift during the summer months.

Section 9. Call Back & Call Out.

A. Definition of a Call Back

A Call Back shall be defined as a circumstance where a M&O or Inspector employee has left the work premises at the completion of their regular work shift and is requested to report back to work prior to the start of their next regularly-scheduled work shift.

M&O and Inspector employees who are called back to work after completing their regular shift shall be paid double time (2x) their regular rate of pay for all time worked up to two (2) hours. Any time worked beyond two (2) hours shall be paid for at one and one-half times (1.5x) the regular rate of pay.

B. Call Out

Any subsequent call outs that occur within the two (2) hours for which the M&O and Inspector employee is already being paid shall be considered part of the initial call out unless the work extends beyond the two (2) hours, in which case the M&O and Inspector employee will be paid for actual time worked beyond the initial two (2) hours. Subsequent calls that begin after the two (2) hours for which the M&O and Inspector employee is already being paid shall trigger a new two (2) hour minimum. This includes call outs that can be handled without travel, such as telephone calls or meetings utilizing Teams/Zoom or other video platform.

ARTICLE 7 - DISCIPLINE & DISCHARGE

Section 1. Progressive Discipline.

The City reserves the right to, with just cause, discharge, suspend, or otherwise discipline employees. Oral and written reprimands shall not be subject to the provisions of the arbitration procedure contained in this Agreement. The City shall use progressive discipline where appropriate, but the City may apply any level of discipline commensurate with the seriousness of the offense.

Section 2. Representation for Disciplinary Proceedings.

An employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to be questioned about a matter and the member reasonably believes that such questioning may result in a disciplinary or corrective action.

Except in an emergency, Employees will be notified forty-eight (48) hours prior to any meeting that may result in disciplinary or corrective action being taken (i.e., Loudermill hearing). At the time of notification, the employee will be informed of the nature of the meeting. Where an employee seeks Union representation at the meeting, the employee is responsible for contacting a steward. The employee may voluntarily choose to waive both the forty-eight (48) hour wait time before the meeting and accompaniment by a Union representative.

The selection of a representative will be at the discretion of the employee receiving the disciplinary action as long as the representative will be available within 48 hours. If not, then the employee will be limited to the most readily available steward. A union steward/representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within their normal work hours. The City shall schedule all investigative or disciplinary meetings at a time so as not to deny the employee representation and the employee shall be considered in pay status for any and all such meetings called by the City.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. Definitions.

- A. Grievance shall be defined as an allegation of a violation of an express term of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
- B. Grievant shall be defined as the party filing the grievance. For purposes of this Agreement, the party may be an aggrieved employee or Union acting on behalf of an aggrieved employee/employees. Only the Union or the Employer can process a grievance beyond Step 2 of the Grievance Procedure.

Section 2. Employee Representation.

The Washington State Council of County and City Employees Council 2, AFSCME, Local 1425 shall be the exclusive representative of all the employees in the bargaining unit for the purposes of the resolution of grievances. An employee may have a union steward present to represent him/her at any step of the grievance process if the employee so desires. For possible suspension or discharge, the AFSCME Staff Representative shall be present if the employee so desires.

Section 3. Failure to Respond.

In the event the grieving party fails to respond within the prescribed time sequences, the grievance shall be considered waived and forfeit. In the event the party against whom the grievance is filed does not respond within prescribed time sequences, the grievant shall have the right to proceed to the next step of the grievance procedure. The parties may, at any step of the grievance procedure, agree to extend the time limitations specified in this article. Any request and agreement to extend time limitations by either party shall be made in writing. E-mail requests and agreements would also be considered sufficient.

Section 4. Grievance Forms.

All grievances filed by the Union shall be filed on a form to be provided by the Union. Incomplete forms shall be returned for completion. Forms so returned shall be considered as timely filed.

Section 5. Procedure.

The City and the Union agree to the following exclusive procedure of presenting and adjusting grievances and complaints, as defined above, which must be processed in accordance with the following steps, time limits, and conditions:

A. STEPS:

STEP 1: All grievances must be filed with the appropriate Department Head within thirty (30) calendar days from occurrence of the event(s) giving rise to the grievance. The Department Head or designee shall respond in writing within fourteen (14) calendar days.

STEP 2: In the event the grievant believes that the written response of the Department Head does not resolve the matter, the grievant may, within fourteen (14) calendar days of receipt of the response, file their grievance with the City Manager who shall then meet with the union and the grievant to discuss the grievance. The City Manager shall, within fourteen (14) calendar days of receipt of the grievance, deliver a written response to the Union.

STEP 3: In the event the Union believes that the written response of the City Manager does not resolve the matter, the union may within fourteen (14) calendar days send the notice of intent to arbitrate to the HR Manager. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Likewise, litigation of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

A. The City and the Union shall, within ten (10) working days of receipt of the notice of intent to arbitrate, request a roster of seven (7) arbitrators from the Public Employment Relations Commission (PERC). Absent an agreement of an arbitrator on the list, the Arbitrator shall be selected by process of elimination from the panel of seven (7) Arbitrators by the striking of names.

B. The costs associated with fees and expenses of the arbitrator and court reporter shall be shared equally by the parties. Each party shall be responsible for its own attorneys' fees.

C. The arbitrator, after hearing all evidence and testimony, shall render a decision as promptly as possible, and in any event within ninety (90) days from the date of presentation, if possible. The Arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this Agreement. Such order shall indicate findings, conclusions, and a resolution, and shall grant the relief deemed appropriate by the arbitrator. Any decisions within the jurisdiction of the Arbitrator shall be final and binding upon the parties.

ARTICLE 9 - SENIORITY

Section 1. Definition.

The City shall consider seniority for promotions, transfers, layoffs, recall, shift scheduling, and vacation scheduling. In the case of promotions and transfers, seniority shall only be considered when competing candidates are otherwise equally qualified in knowledge, skills, and abilities.

Seniority shall be defined in each of the following categories:

- A. City Seniority: The total length of uninterrupted service following initial date of hire with the City.
- B. Division Seniority: The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.
- C. Classification Seniority: The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City. Employees shall accrue seniority for time spent on involuntary Military Leave or leave as a result of an on-the-job injury or as provided elsewhere in this Agreement.

Section 2. Loss of Seniority.

An employee's seniority accumulation shall cease if the employee:

- A. Is discharged for just cause (unless reversed through the grievance or other legal procedure,
- B. Retires,
- C. Quits or resigns.

ARTICLE 10 - PROBATIONARY STATUS

Section 1. Initial Probation.

Initial probationary period shall mean the probationary period served by an employee on a new hire with the City. The initial probationary period shall be twelve (12) months in duration. The

probationary period may be extended for performance issues by the City Manager or their designee. Upon the successful completion of their initial probationary period, the employee shall move up the salary range of their respective pay grade in accordance with their performance consistent with Article 13. This becomes the employee's anniversary date. Employees will then receive their next evaluation and pay range adjustment opportunity in twelve-month intervals until reaching the top of the range, provided they meet or exceed expectations in their annual performance evaluations. If the employee's probation is extended and their pay increase is withheld due to their performance, the employee will be provided a written ninety (90) day improvement plan and will receive their next pay increase upon successful completion of that plan. Any pay increase shall be applied with the effective date of the successful completion of the improvement plan and shall not be retroactive. This date shall become the anniversary date for purposes of annual evaluations and any applicable subsequent pay increases.

Section 2. Trial Service Period.

Trial service period shall mean a probationary period for promotion, reallocation, voluntary transfer, or demotion. The trial service period shall be six (6) months.

Section 3. Removal During Probationary/Trial Service Period.

A. Initial: Employees may be terminated during the initial probationary period, including any extensions, with or without just cause and without access to the grievance procedure.

B. Promotion, Transfer, or Reallocation: An employee who does not successfully complete a trial service period resulting from a promotion, voluntary transfer, or reallocation shall be returned to their former position or the employee may be placed in an equivalent position within the division where they were formerly employed. In addition, during the trial service period, the employee may decide to return to their former position if it is still open, or another equivalent position within their division that they were formerly employed provided there is an opening. The City shall provide written reasons to the employee stating the basis for the failure of the employee to successfully complete the probationary period. The written reasons shall be provided to the employee at the time the employee is notified of their failure to complete the probation.

The employee may not use the grievance procedure for failure to pass the probationary period.

ARTICLE 11 - REDUCTIONS IN FORCE

Section 1. Reduction in Force: Lay Off.

A. General. A Reduction in Force is defined as a reduction in the work force due to a shortage of funds, lack of work, abolishment of a position, or other material change in duties or organizational structure.

B. Order of Separation.

1. Management shall first develop a reduction in force plan which outlines the area(s) that will be impacted by the reduction in force and the number of positions that will be impacted in each job classification in the designated operational area(s). The area may be a department or division as determined by management. Order of separation will be within the area designated to be impacted by the reduction in force.

2. The order of lay-off for benefit-eligible employees will occur in the inverse order of their seniority in the classification within the designated area(s), provided the remaining employees have the skills and ability to perform the work. There shall be no bumping rights.
3. An employee who has been laid off shall have their name entered on a recall list at the time of lay-off and shall remain on the list for a period of eighteen (18) months unless the employee chooses to waive the right to recall.

C. Required Notice.

Employees who are to be laid off shall be given formal written notice at least thirty (30) days in advance of the date of the layoff or at the option of the employer, they shall be given four (4) weeks of salary in lieu of the required notice. The Union shall be given a copy of the layoff notice.

D. Layoff Options.

If the City determines that layoffs are necessary, the City shall give notice of such layoffs in accordance with Section C above and then the City and the Union shall meet to discuss whether there are any reasonable alternatives to layoffs, such as furloughs or other concessions. Nothing herein shall prevent the layoffs from occurring in accordance with the notice period.

E. Recall.

1. An employee who has been laid off and whose name appears on the recall list shall be given the first available vacancy in the same position the employee last held regardless of the department in which the vacancy exists. The employee with the most City seniority in the classification to be recalled shall be given the position in the event there are two or more employees on the recall list.

2. An employee's name may be removed from the recall eligibility list for any of the following reasons:

a. Expiration. If the time limit for recall expires.

b. Waiver. An employee may elect to waive the right to recall by signing a waiver form provided by the City.

c. Forfeiture. Employees forfeit the right to recall if they:

(1) Refuse a job in a position that is within the same pay grade of their position at the time of layoff,

(2) Fail to notify the City of their intent to accept recall within five working days (5) of work notice,

(3) Fail to advise the City of a change of address and/or telephone number within a reasonable period of time of the change.

F. Reinstatement

1. Wages. When an employee is recalled he/she shall be paid at the pay grade assigned to the classification into which the position falls and at the step the employee had attained at the time of layoff. If recalled to a lower position, employees shall receive compensation at the pay grade for the classification into which the position falls and at the step which brings the employee closest to their original attained prior to the layoff.
2. Benefits
 - a. Vacation. When employees on layoff are recalled within the time limits provided in this Article, they will commence to accrue vacation at the same level from the day of the layoff and shall be credited with any vacation time not paid at the time of layoff.
 - b. Sick Leave. The sick leave banks of employees who are laid off shall be paid out at 25% with the remaining 75% zeroed out upon separation.
 - c. Seniority. Employees shall be credited with seniority earned prior to the layoff.

G. Employee Benefits During Layoff

1. An employee shall be paid for any vacation and/or compensatory time which the employee accrued prior to the layoff. An employee shall be paid for accrued vacation and/or compensatory time at the base rate of pay of the employee at the time of layoff. Vacation time does not accrue during the separation.
2. Group Insurance. An employee who is laid off may elect to continue group insurance for eighteen (18) months under the Consolidated Omnibus Reconciliation Act (COBRA). Timely payment of premiums will be the responsibility of the employee.
3. Other Benefits. Additional benefits (holiday, health coverage, retirement contribution or other insurance) will neither accrue nor be paid while an employee is laid off.

Section 2. Severance Pay Upon Layoff.

Full time and part time employees are eligible for severance pay if affected by a reduction in force. The employee shall receive a severance package consisting of three weeks' pay or one week's pay for each year of service with the City, whichever is greater, up to a maximum of 12 weeks. If the employee leaves employment at the City prior to the layoff date, the employee is not eligible for severance pay.

ARTICLE 12 - PAID AND UNPAID LEAVES

Section 1. Definitions.

For purposes of this Article, Unless otherwise prescribed by law, the employee's grandparent, parent, parent-in-law, child, stepchild, foster child, spouse, domestic partner, grandchild, sibling or other relative who lives in the employee's home is considered a family member. The City reserves the right to expand the definition of "immediate family" on a case-by-case basis.

Section 2. Unpaid Leave of Absence.

The City may grant leaves of absence for up to thirty (30) days without pay for absences from work not covered by any other legally mandated type of leave or if leave balances are exhausted. Paid vacation, sick time, or other types of paid leave will not accrue while an employee is on an unpaid leave of absence.

Section 3. Sick Leave.

A. Accrual Rate and Balance. Full-time employees accrue 8 hours per month of sick leave, to a maximum of 720 hours. Upon departure from the City of Sammamish (except when the departure is a termination for cause), employees are eligible to receive a cash out of 25% of their accrued sick leave balances. For those employees working part-time, sick leave accrues on a prorated basis.

B. Verification of Absence Exceeding Three Days. If an employee has used paid sick leave for an authorized purpose for more than three consecutive days during which the employee is required to work, the employee may be asked to provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose.

The employee is not required to provide any details concerning the specific nature of the health condition in order to use paid sick leave, unless otherwise required by law. Any information the employee provides will be kept confidential to the extent possible under the law.

C. Notification. Employees shall notify their supervisor of their absence at least thirty (30) minutes prior to the start of their assigned shifts whenever reasonably possible. In extenuating circumstances where personal condition of health or family emergency does not permit, or prior to leaving the work site, the employees will notify their supervisor as soon as possible.

D. Authorized Use. Employees may use their accrued paid sick leave hours for any reason permitted by Federal, State, or Local law to care for themselves and their family members. Such use includes injuries, illnesses, and health care appointments.

E. Sick Leave as a Supplement. Employees who are utilizing sick, vacation, or other paid leave as a supplement to workers' compensation in order to receive a full paycheck shall accrue sick leave at the appropriate rate as set forth above for the maximum number of hours for which the employee was hired to work, provided that the amount of pay for the supplemental paid leave and pay from worker's compensation total to an amount of pay equal to the employee's regular or normal pay.

F. Reinstatement of Sick Leave Hours Upon Rehire. The City will reinstate an employee's previously accrued, unused paid sick leave up to 40 hours that was not previously provided to the employee through financial or other reimbursement at the time of separation if it rehires an employee within 12 months of separation.

Section 4. Employee Shared Sick Leave Pool.

The shared sick leave program provides employees dealing with a serious health condition the opportunity to receive and use donated paid leave, and to donate their paid sick leave to other employees.

If an employee wishes to donate to the shared paid leave program, the employee must indicate in writing (email is acceptable) the rate and frequency of the donation of leave and copy both Human Resources and Payroll to begin contributing. Employees may donate up to 20% of their accumulated sick leave or any amount of their accumulated vacation or compensatory time. Donated vacation and compensatory time hours may only be used as sick leave. Hours donated will be converted to a dollar equivalent based upon the donating employee's wage rate. Donated hours will be available to all employees meeting the criteria described below to draw from the pool. Donations to the pool cannot be reversed.

Employees may only withdraw from the Leave Pool after all of their own accumulated leave time has been exhausted. To apply for leave, employees should contact Human Resources. A written statement will be required explaining the circumstances for the request. Access to the leave pool will be granted for up to 160 hours per each written request. Elective medical procedures do not qualify for use of the shared leave pool.

Section 5. Available types of State and Federal Leaves

- A. Family and Medical Leave (29 USC § 2601 et seq)
- B. Washington Family Care Act Leave (RCW 49.12.265)
- C. Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- D. Washington Paid Family Medical Leave Act (RCW 49.78)
- E. Pregnancy Disability Leave (RCW 49.60).
- F. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- G. Military Leave of Public Employees (RCW 38.40.060).
- H. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

The above leaves are listed for informational purposes only and alleged violations are not subject to the grievance procedure in this Agreement.

Section 6. Bereavement Leave.

Upon the death of a family member, as defined in Section 1 of this article, employees shall be granted up to four (4) working days of leave with pay regardless of shift schedule (a day shall be consistent with the employee's regular work schedule) to assist with funeral arrangements and attend funeral services. When funeral attendance requires travel by commercial air transportation due to the distant location of the funeral, the employee must make a request and obtain approval for an extension of leave by the supervisor. The request for an extension must state the number of days needed and include the date of return to work. An employee must use their leave accruals (vacation, sick, or compensatory time) for the extension. If the employee does not have any leave accruals, he or she must request leave without pay. Bereavement leave is not considered sick leave or vacation leave.

Section 7. Paid Vacation.

- A. Accrual Rate. Employees shall accrue paid vacation leave at minimum accrual rate of 12 days per year and a maximum accrual rate of 21 days per year upon completion of ten (10) years of service. For each year of service with the City employees will earn an

additional day of paid vacation, up to the maximum of 21 days. Upon completion of 20 years of service employees will be granted an additional 2 days of vacation accrual for a maximum of twenty-three (23) days. Upon completion of twenty-five (25) years of service employees will be granted an additional 2 days of vacation accrual for a maximum of twenty-five (25) days. One day of paid vacation leave equals the number of hours consistent with the employee's regular work schedule (for example: 8 hours for a 5-day standard work week, 9 hours for a 90/8 work schedule, and 10 hours for a 4/10 work schedule). Vacation leave shall accrue for the actual time the employee was in a paid status, including paid leaves.

B. Vacation Accrual Table

Years Worked	Hours Per Month	Hours Per Year	Annual Days Off 8-Hour Day	Annual Days Off 9-Hour Day	Annual Days Off 10-Hour Day
1	8.00	96	12	10.67	9.60
2	8.67	104	13	11.56	10.40
3	9.33	112	14	12.44	11.20
4	10.00	120	15	13.33	12.00
5	10.67	128	16	14.22	12.80
6	11.33	136	17	15.11	13.60
7	12.00	144	18	16.00	14.40
8	12.67	152	19	16.89	15.20
9	13.33	160	20	17.78	16.00
10	14.00	168	21	18.67	16.80
15	15.33	184	23	20.44	18.40
20	16.67	200	25	22.22	20.00
25	18.00	216	27	24.00	21.60

FLSA exempt employees who are employed by the City in an exempt position for the entire previous calendar year shall be granted 40 hours of leave annually at the start of the following calendar year. Exempt employee leave shall be prorated for eligible employees who start mid-year in an exempt position. This leave shall be in addition to other earned leave benefits. Human Resources will maintain a list of positions that are eligible for exempt employee leave. If the City Manager deems that this benefit shall be eliminated for all City employees, they shall give notice to the employees on December 1st that the benefit will be eliminated January 1st of the following year.

C. Vacation Carryover.

The maximum number of vacation hours that may be carried over from December 31 of one year to January 1 of the next year is 240 hours. Unused vacation leave in excess of the carryover maximum shall be forfeited at the end of the calendar year unless a carryover exception has been granted by the City.

D. Vacation Eligibility.

Part-time employees receive prorated vacation accrual based on the ratio of their normally scheduled work week to a forty-hour week.

E. Requesting Vacation & Reimbursement for Canceled Vacation.

An employee's reasonable request for vacation will be approved unless the granting of the vacation would prevent the City from accomplishing a mandatory project or in the event of a declared emergency. Employees who have started their vacation and are requested to return to work are under no obligation to return and report to work until their vacation has ended.

Before it becomes necessary to cancel an employee's previously approved vacation, proper and reasonable attempts will be made to secure a replacement for the employee. Should the employee be required to work during a previously approved vacation period at the request of the Employer, the employee shall be reimbursed for any pre-paid, nonrefundable expenses after providing appropriate documentation to Human Resources. The employee shall only be charged for those leave hours actually used prior to being recalled from vacation.

Section 8. Paid Holidays.

A. Observed Days.

The City observes certain paid holidays throughout the year whereby employees will be awarded the day off with pay. Employees who are on leave without pay (LWOP) from the City on the workday before and the workday after a City-recognized holiday shall not be awarded the paid holiday. The following are currently recognized as paid holidays for all regular full-time employees

Paid Holiday	Day
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Indigenous People's Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
One (1) Floating Holiday ¹	Employee's choice

B. Holiday pay. Holiday hours for regular part-time employees are prorated. Any holiday falling on Saturday will be observed on the preceding Friday. Any holiday falling on Sunday will be observed on the following Monday. If the employee is scheduled to work the actual holiday, that day shall be considered the observed day and that employee shall receive time

¹ Following successful completion of the initial probationary period, the floating holiday shall be used in the current calendar year and may not be carried over to the following calendar year.

and one-half (1.5x) the employee's regular rate of pay for all hours worked. Employees shall also receive straight time-for the holiday.

Maintenance workers who are required to work a 4/10 shift schedule during the summer months shall receive 10 hours of holiday pay while on that shift.

When the City determines that holiday coverage is needed, they shall ask for volunteers first but may assign employees as needed.

When the holiday falls on a regular, full-time employee's day off, the employee shall be entitled to the preceding or following day off. On a four-ten (4/10) or nine-eighty (9/80) work shift when the holiday falls on the second or third day off, the employee will be entitled to the following day off or another day agreed to by the supervisor and the employee, which day must be taken within the pay period. Holidays occurring at the beginning, during, or at the end of a period of leave with pay are not charged as leave.

C. Unpaid Religious Holiday.

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employee may select the days on which they desire to take the two unpaid holidays after consultation with the Supervisor. The two unpaid holidays allowed by this section may not be carried over to the following year. The employee shall be allowed to utilize their vacation leave for the two days off. Whenever reasonably possible, such leave should be requested with as much advance notice as possible.

Section 9. Jury Duty and Witness Leave.

Employees summoned to serve on a jury or appear as a subpoenaed witness in any established court of law or administrative proceeding shall be released from work to perform this civic responsibility. Employees must provide advance notice to their supervisor and documentation of the required appearance. Employees will be compensated at their regular rate of pay for scheduled shifts missed due to jury duty service, less any reported stipend or earnings resulting from their jury duty service. An employee who is a subpoenaed witness will receive full salary upon proof that the testimony given was in connection with City business. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or in court. The City may require the employee to supply documentation from the court confirming receipt of the employee's jury duty service.

Section 10. Sabbatical Leave.

Sabbatical leave provides employees an opportunity to pursue self-development activities and is intended to prevent employee burnout and improve retention. Employees who have worked for the City for seven (7) consecutive years or longer are eligible to take unpaid leave for a duration up to six (6) weeks while retaining their City-paid health benefits during the sabbatical; however, employees shall exhaust all vacation and compensatory time accruals except for forty (40) hours during the sabbatical. Further, no additional sabbatical can be taken until another seven (7) consecutive years have been worked. Only one employee per team can take sabbatical leave at any time, and any request for sabbatical leave is at the discretion of the Department Director and must not detrimentally impact City operations.

ARTICLE 13 - WAGES

Section 1. Wages.

- A. The parties agree to adopt the HRCC pay range framework (Attachment A) created for the 2023 Classification and Compensation Study. The annual rates of pay for employees covered by this Agreement shall be as set forth in the Attachment A, which by this reference shall be incorporated herein as if set forth in full.
- B. The parties agree to shift from a step paysystem to a pay range framework (Attachment A), as recommended by HRCC and based on the 2023 Classification and Compensation Study.
- C. Employees shall be placed in the appropriate grade within the specified pay range based on their December 31, 2023 rate of pay.
- D. The employees who HRCC determined were below the market in the 2023 Classification and Compensation Study shall be adjusted to fit into the range at their appropriate pay grade.
- E. Retroactive to January 1, 2024, the 2024 wages shall be increased by 8.6%. Additionally, in 2024, the Union and the Employer, through the Labor-Management Committee and with Non-represented delegates participating, shall redesign the pay for performance evaluation system for 2025 and beyond. No employees (Union or non-Union) will be eligible for pay for performance pay increases in 2024 while the evaluation system is being redesigned. The parties' intent is to resume pay for performance in 2025 and beyond. Should the Union and Employer fail to develop a new pay for performance evaluation system for 2025 by October 1, 2024, then the parties agree to reopen this Agreement to resolve this issue.
- F. Effective January 1, 2025, the 2025 wages shall be increased by 100% of the rolling four-year average of the Seattle, Tacoma, Bellevue CPI-U (June to June).
- G. Effective January 1, 2026, the 2026 wages shall be increased by 100% of the rolling four-year average of the Seattle, Tacoma, Bellevue CPI-U (June to June).
- H. The City shall contribute 6.2% to match the employees' contribution to their 401-A.

Section 2. Pay Rates.

A. Standby.

Standby is defined as a period of time, outside of an employee's regularly scheduled duty time, when the employee is officially notified of the possible recall to work. Standby time shall be assigned in weekly shifts where applicable or on an ad hoc basis when necessary and shall be paid at the rate of \$66.00 per day and \$99.00 per weekend or holiday day. Employees placed on standby must remain unimpaired and be available to return to work within two (2) hours.

B. Distribution of Overtime

It is intended that overtime be distributed reasonably and equally between employees in each classification consistent with considerations of qualifications, availability, and location.

C. Pay Rate Upon Promotion

An employee who is promoted into a higher classification within the bargaining unit shall be paid in the pay range of the new classification that represents at least their current rate of pay plus five percent (5%). The date of promotion becomes their new anniversary date.

D. Pay Rate Upon Transfer – An employee who transfers from one position to another within the same class or from one position in a different class that has the same pay range shall continue to receive the same rate of pay as before the transfer.

E. Out-of-Class Pay – Employees who are assigned in writing by their supervisor to temporarily work at least three (3) consecutive days at a higher-level classification shall be paid at five percent (5%) above the employee's current grade and shall adequately compensate them for their out-of-class duties. Employees must work a minimum of three (3) full-time, regularly scheduled workdays in the higher classification to receive out-of-class pay, the temporary assignment must have been made in advance and in writing with approval from Human Resources, and the pay will start back to the first day worked. In addition, qualified employees, at the sole discretion of their supervisor, may be assigned out of class work on an hourly basis for project-related work. Whenever practical, the supervisor, employee and HR must agree in writing the scope of the out of class work prior to the employee initiating such activities. Employees working out of class in this capacity will be compensated at 5% above the employee's current grade only for the hours engaged in the out of class work. Out of class hours will be tracked by project code and entered into the employee's timesheet each pay period. The employer reserves the right to limit the amount of out of class hours allowed per pay period and to stop out of class assignments at any time and for any reason.

Employees assigned to work out of class for a period of thirty (30) calendar days or more shall be temporarily upgraded to the higher classification and will be compensated for all hours at the higher rate. The out of class pay will also apply to vacation, sick leave, compensatory time, and all protected forms of leave taken while working out of class.

F. Pay Periods and Paydays

The City has two pay periods corresponding to two paydays each calendar month. The first pay period is for hours worked from the 1st – 15th of a given month and is paid on the 20th of each month. The second pay period is for hours worked from the 16th – 31st and is paid on the 5th of the following month.

If a regularly scheduled payday falls on a Saturday, Sunday, or holiday, the City will pay employees on the business day before the weekend or holiday. If there are discrepancies in actual hours worked versus calculated hours paid, the necessary adjustments will be made as soon as possible, typically no later than the next scheduled pay day. The City utilizes direct deposit for distributing employee pay.

Section 3. Travel Expense and Compensation.

Travel expenses shall be reimbursed in accordance with the City's current travel policy, and when employees are directed by their supervisors to use their personal vehicles for City business.

A. Receipts.

Expenses pre-authorized by management such as hotel, auto rental, air travel, etc. that are incurred for attending conferences or training must be supported by receipts either before or upon return from said trip.

B. Family Members.

Whenever an employee travels with members of their families, the reimbursable lodging rate shall be the single room rate. Any additional room charges above normal room charges will be the employee's responsibility.

C. Training Reimbursement.

Reimbursement shall be available for all required trainings and classes. The City shall pay the cost for all required training, continuing education units, and expenses to maintain classifications.

Section 4. Classification/Pay Grades/Unit Placement.

A. Establishment of New Job Classifications.

The City may from time to time establish new job classifications or modify existing classifications within the bargaining unit. In such an event the City shall notify the Union of the intent to make such changes and shall provide the Union with a copy of the revised job description or new job description. The City shall meet with the Union to bargain the impacts of the changes, if there are any changes to working conditions, as opposed to just the job description, and determine compensation levels for the new classification.

B. Classification Review.

Employees requesting a classification review shall do so by following the procedures found in *Section 14, Job Classification and Compensation Policy* of the City of Sammamish Employee Handbook.

ARTICLE 14 - MISCELLANEOUS BENEFITS

Section 1. Clothing and Protective Equipment.

A. Clothing and Protective Clothing.

The Employer shall furnish other types of protective equipment such as goggles, face shields, rain gear, safety vests, hard hats, respirators, earplugs, rubber rain boots, and other such items as needed to protect the employee's well-being in a job requirement. It shall be the responsibility of the employee to have their protective equipment with them prior to leaving to the jobsite. The employee will not proceed until he/she is adequately protected. Where required and authorized, protective equipment will be furnished by the City and worn by the employee.

The Employer may establish a dress code for employees and negotiate the new policy with the Union. If the Employer requires City logo clothing to be worn, it shall be furnished by the Employer. Employees shall be responsible for custody and return, if required, of the clothing items assigned to them.

Eligible employees shall receive an annual clothing allowance benefit for necessary clothing to be worn on the job i.e. pants & jackets. Eligible classifications and the amount of the benefit are listed below.

- Maintenance Worker: \$500
- Traffic Signal Tech: \$500
- Restoration Specialist: \$500
- Inspectors: \$200

B. Boot reimbursement

Employees who are required to wear safety-toed boots for their work shall be eligible for reimbursement of up to two hundred fifty dollars (\$250) per year for the purchase or repair of ANSI-approved, safety-toed boots. The employee must provide an original, descriptive receipt(s) for reimbursement.

Safety boots that become damaged or worn beyond reasonable use in less than one year, by no fault of the employee, will be eligible for repair or replacement upon inspection and approval by a Supervisor with no impact to the employee's annual boot allowance. Written documentation of how the damage occurred is a requirement of this provision,

New employees shall receive their boot & clothing allowance upon hire. However, an employee who receives a boot and clothing allowance but fails to successfully complete their probationary period, will be required to reimburse the city for both allowances through a payroll deduction from their final paycheck.

Section 2. Insurance Benefits.

A. City-Provided Benefits.

The City will continue to provide medical insurance through AWC Health First 250 and Kaiser 200 or substantively similar plans. The City will cover 100% of employee-only premiums and 92% of dependent premiums for any such health insurance plans.

Dental coverage will be provided through Delta Dental Plan F with orthodontia coverage or a substantively similar plan. The City will cover 100% of the dental and orthodontia premiums.

Vision coverage will be provided through VSP \$25 co-pay or a substantively similar plan. The City will cover 100% of the vision premiums.

Long-Term Disability: The long-term disability plan provides employees with 67% of their monthly salary up to a maximum \$12,000 per month in the event of a qualifying long-term disability. Coverage begins after 90 days.

Life Insurance: The City provides basic group life insurance coverage at 200% of the employee's salary, up to \$500,000.

Employee Assistance Program (EAP): The City offers up to three visits to a professional to address certain personal problems under the EAP.

All optional programs such as AFLAC, LegalShield, etc., benefits shall be offered to all staff and be offered during annual open enrollment period.

B. Declined Medical Coverage Compensation.

Each year, prior to open enrollment, the City Manager will determine whether to apply the following opt-out benefit to all City employees. The City Manager's decision will be communicated to the employees during open enrollment. If the City Manager implements the opt-out incentive for the following year, the following terms shall apply - Employees eligible for medical benefits and/or their qualified dependents that waive medical insurance and provide documentation of required coverage from an alternate source will be awarded with 40% of the City's savings contributed as deferred compensation to their 457 account. Employees must demonstrate that they and/or their dependents have medical insurance from another source to receive this benefit. If such coverage should cease, this will be seen as a qualifying event (pending documentation of loss of coverage) for enrollment by the employee and subsequent dependents in the City's medical plan.

ARTICLE 15 - VACANCIES

Section 1. Filling of Vacancies.

- A. Notice of bargaining unit vacancies shall be posted on bulletin boards, posted on digital job boards, and an email notice sent to all bargaining unit members for a period of at least seven (7) working days prior to being posted to the public and such jobs will not be filled until the seven working days (7) days have expired. Such notice shall state the division, position, classification, shift, work location, assignments, minimum qualifications, and pay rate for the job.
- B. Any qualified bargaining unit employee may apply for a vacancy within the bargaining unit although nothing herein prevents the City from hiring externally.
- C. In the case of promotions and transfers, seniority shall be considered as a tie breaker when competing internal employees are equally qualified in knowledge, skills, and abilities.

ARTICLE 16 - GENERAL PROVISIONS

Section 1. Commercial Driver's License (CDL).

A. Controlled Substances.

It is important to take steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs, alcohol, and other controlled substances. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants under the circumstances outlined in this provision.

B. Compliance With Laws.

The purpose of this provision is to establish compliance with state and federal laws requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety-sensitive positions, including those who are required to hold a Commercial

Driver's License. This provision sets forth requirements of the City of Sammamish alcohol and drug testing program and the testing and reporting requirements as required by those state and federal regulations in which the Union and City agree to abide by and uphold. (Reference: RCW 46.25, CFR Part 40 Title 49, HR 2.31, et al.)

C. Confidential and Record Retention.

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

D. Random Testing.

Employees covered by this provision will be subject to random, unannounced alcohol and drug testing. The City and Union agree to discuss this provision through the Labor-Management Committee when saliva testing is available through the Association of Washington Cities Drug & Alcohol Consortium.

E. Reasonable Suspicion Testing.

Employees subject to this provision shall submit to a drug and/or alcohol test when the City reasonably suspects that this provision (except the prohibitions against possession, transfer, or sale of alcohol) may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulable observations (specific, current observations concerning appearance, behavior, speech, and/or body odors of the employee). Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

F. Refusal To Take An Alcohol or Drug Test.

No employee shall refuse to submit to an alcohol or drug test as directed under this provision. A refusal to submit shall include, but is not limited to:

- a. A failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing.
- b. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing.
- c. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

G. Positive Drug Test.

An employee may not report for duty or remain on duty requiring the performance of duties covered under this provision if the employee tests positive for a controlled substance or alcohol.

H. Follow-up Testing.

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional (SAP) and the City, but will not be less than six tests in the first 12 months following the employee's return to driving duty. The employee must also comply and

remain in compliance with any and all SAP prescribed/recommended rehabilitation and/or treatment programs.

I. Post-Accident Testing.

Following an accident involving a commercial vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation, or where a fatality occurs as a result of the accident. Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

A driver who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test.

J. Refusal to Submit a Required Post-Accident Test. An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as directed by this provision. Failure to do so shall be considered the same as a positive test result.

Section 2. CDL Expenses and Training.

A. CDL Reimbursements.

The City shall pay all expenses associated with CDL training, written and practical exams (initial and secondary exam), initial licensing and annual driver's license renewals. Additionally, the City shall grant paid time for employees to attend such training sessions and exams. However, if the employee fails any required trainings or exams beyond the first and secondary, the employee shall be responsible for all associated costs for any additional trainings (if necessary), all exam fees, travel expenses, and scheduling, and must do so on their own time.

The City will pay for all CDL training, certification, and driver's license renewal costs (Class A or Class B depending on City and Department needs). The City will also provide paid time for employees to attend training sessions for the safe operation of CDL vehicles.

The City will pay for all required CDL physicals which must be performed by a DOT-certified doctor for the medical card (not including any required follow up visits with specialty doctors). The employee will provide a receipt for reimbursement. This Section 2 shall not apply to employees that have lost their CDL through non-compliance with state and federal laws requiring drug and alcohol testing for Commercial Driver's License holders.

The City reserves the right to hire applicants without a CDL. The City agrees to pay for CDL training after successful completion of probation. After successfully completing their City-paid CDL training, an employee who voluntarily resigns or is separated from employment with cause within the first twenty-four months after such completion, shall reimburse the City 100% of the total cost of the CDL course and license fees. The City is authorized and shall have the right to deduct and withhold part or all of such reimbursements from an employee's salary, annual leave, or other amounts due to the employee and may seek recovery of such reimbursements by any other legal means.

B. Disqualifying Medical Conditions.

If an employee has a medical condition (e.g. sleep apnea) rendering them unfit to hold a CDL, the City will proceed with the reasonable accommodation analysis as required by state and federal law. As part of this analysis, an employee may be required to seek medical treatment and follow the guidance of a medical professional. The use of medical marijuana does not count as a qualifying medical condition.

C. CDL Suspensions.

Employees who have their CDL suspended due to a driving infraction or any other reason will be evaluated on a case-by-case basis. Under normal circumstances, employees will be given one (1) year to reinstate their CDL, so long as the City is able to accommodate the employee with available alternative duties. All cost and time associated with an employee reinstating their CDL shall fall upon that employee, not the City. Failure to comply with the prescribed time period shall be cause for termination. Nothing in this section prevents the City from taking disciplinary action against an employee for a CDL suspension if supported by cause. An employee required to maintain a CDL who permanently loses his or her CDL will be terminated or reassigned and/or demoted to a position that does not require a CDL provided they are qualified for that position and such a position is vacant and available.

Section 3. Personnel Records.

A. Definition.

The term personnel record, as used in this Article, shall mean the records and/or files related to an employee's job with the City, which are maintained in the official personnel file by Human Resources.

B. Access to Personnel Records.

1. Each employee shall be allowed to inspect and make copies of their personnel records. A written request to do so shall be directed to Human Resources, who will schedule a time for inspection that is convenient for both the employee and Human Resources staff.
2. A Union representative may, if the employee wishes, accompany the employee when reviewing their personnel record. Alternatively, an individual employee may authorize a Union representative to review and/or copy their file. Such authorization shall be in writing, identifying the Union representative authorized to review and/or copy said record(s) and be provided to Human Resources prior to the desired time of review or copying of said record(s).

C. Removal and Deletion of Information from Record(s).

An employee, after inspecting their personnel file, may submit a written request to Human Resources to remove material(s) from the file in the event the employee believes the material(s) to be irrelevant, inaccurate, or obsolete. All disciplinary actions less than suspension or demotion (i.e. verbal and written warnings) shall be removed after three (3) years upon the employee's request, provided there have been no additional disciplinary events in the interim and further provided the written warning was not for serious workplace misconduct. The Human Resources Representative shall either remove the material(s) or inform the employee why the material(s)

should remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file.

Section 4. References.

The City shall not give references, other than to confirm the dates of employment and last salary, without the express written consent of the employee, unless Federal or State law provides otherwise.

Section 5. Personnel Policies.

All employees of the Bargaining Unit, in addition to being governed by this Agreement, shall also be subject to any personnel policies of the Employer having general applicability to all employees of the Employer, including the City's Code of Conduct, and any subsequent personnel policies, rules, and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of conflict, Federal or State law and this Agreement shall be controlling for employees covered by this Agreement. The Employer agrees to notify the Union in writing of any proposed new policies, rules, or regulations regarding mandatory subjects of bargaining, or any changes to these policies or procedures. The Union shall notify the City if they desire to negotiate the impacts of any changed or new policies or procedures within seven (7) days of notification. Failure to request bargaining within that timeframe shall constitute waiver of the right to later demand bargaining over the new or changed policy or procedure.

Section 6. Health and Safety.

A joint Union-Management health and safety committee will be established and meet for no less than at least one (1) hour at least quarterly or more frequently as needed. The committee shall consider health and safety matters relating to all employees within the division. Such committee shall be comprised of two (2) employees from the bargaining unit selected by the Union and two (2) representatives of the Employer, with one of those from each side serving as Co-Chairs. Union participants will receive their regular rates of pay for time spent in the meetings during their regularly scheduled hours of employment.

Section 7. Final Paycheck.

When employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled pay date:

- Regular wages for all hours worked up to the time of termination;
- Premium pay and holidays occurring up to the time of termination; and
- A lump sum payment for accrued, but unused: vacation (100%, up to accrual limit); sick leave (25% up to accrual limit); and compensatory time (100%).

ARTICLE 17 - NO STRIKE - NO LOCKOUT

During the term of this Agreement, it is mutually agreed that there shall be no strikes, lockouts, or other slowdowns or cessation of work by either party.

ARTICLE 18 - SAVINGS CLAUSE

Should any part or provision herein contained be rendered or declared invalid by reason of any existing law or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of the agreement provided, however, upon such invalidation the parties agree to immediately to meet and negotiate such parts or provisions affected.

ARTICLE 19 - TERM OF AGREEMENT

The terms of this Agreement shall be in full force and effect from the date it is fully executed by both parties and shall remain in full force and effect through December 31, 2026.

All terms and conditions of the contract shall remain in full force and effect throughout the life of the contract.

ARTICLE 20 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended, providing both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the term of this Agreement. Should either party desire to negotiate a Supplemental Agreement, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

ARTICLE 21 – LABOR-MANAGEMENT COMMITTEE

The Employer and the Union will establish a Labor-Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern. The committee will meet at the request of either party when that party believes there are matters which merit discussion. Such meetings shall be scheduled monthly for no more than two (2) hours unless otherwise agreed. Additional meetings may be scheduled as needed by mutual agreement. No less than two (2) weeks before a meeting of the Committee is scheduled each party will advise the other on matters which the party wishes to discuss and such matters will be discussed. The agenda will be limited to such matters.

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall become effective upon the last date a party signs the Agreement but not earlier than January 1, 2024 and shall remain in force until midnight December 31, 2026.

SIGNED this 27th day of February, 2024 at Sammamish, Washington.

CITY OF SAMMAMISH



Scott MacColl, City Manager

WSCCCE, AFSCME LOCAL 1425



Darci Donovan, President AFSCME LOCAL 1425

Roger P. Moller

Roger Moller, Staff Representative
WSCCCE

1	240,000	240,000	240,000	240,000	240,000
2	240,000	240,000	240,000	240,000	240,000
3	240,000	240,000	240,000	240,000	240,000
4	240,000	240,000	240,000	240,000	240,000
5	240,000	240,000	240,000	240,000	240,000
6	240,000	240,000	240,000	240,000	240,000
7	240,000	240,000	240,000	240,000	240,000
8	240,000	240,000	240,000	240,000	240,000
9	240,000	240,000	240,000	240,000	240,000
10	240,000	240,000	240,000	240,000	240,000
11	240,000	240,000	240,000	240,000	240,000

WCC 674 10/10/04

WCC 674 10/10/04

ATTACHMENT A

HRCC PAY FRAMEWORK

GRADE	PROPOSED MINIMUM	PROPOSED MIDPOINT	PROPOSED MAXIMUM	GRADE	PM Titles	People Manager	Professional	Technician	Associate
11	\$177,000	\$210,000	\$243,000	11	DCM	PM6			
10	\$156,000	\$185,000	\$214,000	10	Director	PM5	P6		
9	\$139,000	\$165,000	\$191,000	9	Senior Manager	PM4	P5		
8	\$118,000	\$140,000	\$162,000	8	Manager	PM3	P4		
7	\$101,000	\$120,000	\$139,000	7	Senior Supervisor	PM2	P3		
6	\$92,000	\$110,000	\$128,000	6	Supervisor	PM1	P2	T5	
5	\$80,000	\$95,000	\$110,000	5			P1	T4	A5
4	\$74,000	\$88,000	\$102,000	4				T3	A4
3	\$65,000	\$77,000	\$89,000	3				T2	A3
2	\$52,300	\$62,000	\$71,700	2				T1	A2
1	\$46,400	\$55,000	\$63,600	1					A1

ATTACHMENT B

LABOR-MANAGEMENT COMMITTEE TOPICS FOR 2024

In 2024, the Employer and Union agree to refer the following topics of mutual concern to the Labor-Management Committee for discussion as set forth in this Agreement and as listed in order of priority below:

- Pay for Performance Evaluation System, as stated in Article 13, Section 1.E;
- Pilot Parks Summer Schedule, as stated in Article 6, Section 1;
- Emergency Lodging, as stated in Article 6, Section 4.E;
- Random Alcohol and Drug Testing when saliva testing is available through the Association of Washington Cities Drug & Alcohol Consortium, as stated in Article 16, Section 1.D; and
- Potential Maintenance Worker 3 or Foreperson or Crew Chief Position.