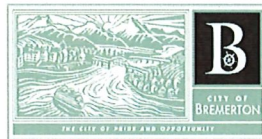


**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**THE CITY OF BREMERTON**

**AND**

**GENERAL TEAMSTERS LOCAL UNION NO. 589**



**January 1, 2025 through December 31, 2027**

TABLE OF CONTENTS  
 TO THE  
 AGREEMENT  
 BY AND BETWEEN  
 CITY OF BREMERTON  
 AND  
 GENERAL TEAMSTERS LOCAL UNION NO. 589  
 JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

ARTICLE	TITLE	PAGE
PREAMBLE		6
ARTICLE 1	Non-Discrimination	6
ARTICLE 2	Recognition	6
ARTICLE 3	Union Dues	7
ARTICLE 4	Union Access	8
ARTICLE 5	Wages	8
ARTICLE 6	Hours of Work	11
ARTICLE 7	Overtime	13
ARTICLE 8	Probationary Period	15
ARTICLE 9	Vacation Leave	16
ARTICLE 10	Holidays	19
ARTICLE 11	Sick Leave and Industrial Disability	20
ARTICLE 12	Other Paid Leave	24
ARTICLE 13	Retirement Benefits	25
ARTICLE 14	Insurance Benefits	25
ARTICLE 15	Work Related Expenses	27
ARTICLE 16	Subcontracting Work	31
ARTICLE 17	Employees Covered by Civil Service	31
ARTICLE 18	Drug Free Workplace	32
ARTICLE 19	Bus Passes	32
ARTICLE 20	Management Rights	32
ARTICLE 21	Work Stoppages	33
ARTICLE 22	Grievance Procedure	33
ARTICLE 23	Severability	34
ARTICLE 24	Entire Agreement	35
ARTICLE 25	Conflicting Provisions	35
ARTICLE 26	Labor Management Committee	35
ARTICLE 27	Job Sharing	35
ARTICLE 28	Temporary Assignment and Special Assignment	36
ARTICLE 29	Wastewater Treatment Plant Employees	37
ARTICLE 30	Trainee Positions	37
ARTICLE 31	Teamsters Supplemental Pension Plan	38
ARTICLE 32	Downtown Parking	38
ARTICLE 33	Automatic Promotion from Planner I to Planner II	38
ARTICLE 34	Discipline	38
ARTICLE 35	Seniority	40

ARTICLE 36 .....	Layoffs/Recalls .....	40
ARTICLE 37 .....	Promotion .....	44
ARTICLE 38 .....	Employment Guidelines .....	45
ARTICLE 39 .....	Term.....	47
APPENDIX A .....	Pay Schedule	
APPENDIX B .....	Classification Series	

ALPHABETICAL SUBJECT INDEX

TITLE	ARTICLE	PAGE
AUTOMATIC PROMOTION FROM PLANNER I TO PLANNER II	ARTICLE 33	38
BUS PASSES	ARTICLE 19	32
CONFLICTING PROVISIONS	ARTICLE 25	35
DISCIPLINE	ARTICLE 34	38
DOWNTOWN PARKING	ARTICLE 32	38
DRUG FREE WORKPLACE	ARTICLE 18	32
EMPLOYEES COVERED BY CIVIL SERVICE	ARTICLE 17	31
EMPLOYMENT GUIDELINES	ARTICLE 38	45
ENTIRE AGREEMENT	ARTICLE 24	35
GRIEVANCE PROCEDURE	ARTICLE 22	33
HOLIDAYS	ARTICLE 10	19
HOURS OF WORK	ARTICLE 6	11
INSURANCE BENEFITS	ARTICLE 14	25
JOB SHARING	ARTICLE 27	35
LABOR MANAGEMENT COMMITTEE	ARTICLE 26	35
LAYOFFS/RECALLS	ARTICLE 36	40
MANAGEMENT RIGHTS	ARTICLE 20	32
NON-DISCRIMINATION	ARTICLE 1	6
OTHER PAID LEAVE	ARTICLE 12	24
OVERTIME	ARTICLE 7	13
PREAMBLE		6
PROBATIONARY PERIOD	ARTICLE 8	15
PROMOTION	ARTICLE 37	44
RECOGNITION	ARTICLE 2	6
RETIREMENT BENEFITS	ARTICLE 13	25
SENIORITY	ARTICLE 35	40
SEVERABILITY	ARTICLE 23	34
SICK LEAVE AND INDUSTRIAL DISABILITY	ARTICLE 11	20
SUBCONTRACTING WORK	ARTICLE 16	31
TEAMSTERS SUPPLEMENTAL PENSION PLAN	ARTICLE 31	38
TEMPORARY ASSIGNMENT AND SPECIAL ASSIGNMENT	ARTICLE 28	36
TERM	ARTICLE 39	47
TRAINEE POSITIONS	ARTICLE 30	37
UNION ACCESS	ARTICLE 4	8
UNION DUES	ARTICLE 3	7
VACATION LEAVE	ARTICLE 9	16
WAGES	ARTICLE 5	8
WASTEWATER TREATMENT PLANT - EMPLOYEES	ARTICLE 29	37
WORK RELATED EXPENSES	ARTICLE 15	27
WORK STOPPAGES	ARTICLE 21	33

**AGREEMENT  
BY AND BETWEEN  
CITY OF BREMERTON  
and  
GENERAL TEAMSTERS LOCAL UNION NO. 589  
JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

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**PREAMBLE**

This Agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Bremerton, a municipal corporation of the State of Washington, hereinafter known as the "City", and the General Teamsters Local Union No. 589 hereinafter known as the "Union" for the purpose of setting forth the wages, hours and working conditions which will be in effect during the term of this agreement for employees included in the bargaining unit described in Article 2 below.

**ARTICLE 1 NON-DISCRIMINATION**

- 1.1 **Non-Discriminatory Application** – The City shall not discriminate against any City employee or any applicant for employment and will apply the provisions of this Agreement equally to all employees without discrimination on the basis of race, religion, color, national origin, gender, age, sexual orientation, genetic information, marital status, veteran’s status or disability, unless based upon a bona fide occupational qualification.
- 1.2 **Non-Discrimination-Union Activity** – The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination as to Union affiliation or legal Union activity or lack thereof. The City and the Union will each be responsible for complying with this provision.
- 1.3 **Alleged Violations** – Alleged violations of this Article may be pursued to federal or state authorities such as the EEOC, PERC, and/or Washington State Human Rights Commission and shall not be processed as a grievance under this Agreement.

**ARTICLE 2 RECOGNITION**

- 2.1 **Represented Employees** – The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations concerning wages, hours and conditions of employment for all full-time employees in regular positions and part-time employees in regular positions in classifications set forth in Appendix A and such classifications as may be added to the bargaining unit during the term of this Agreement by mutual agreement or by official action of the Public Employment Relations Commission.
- 2.2 **Classifications Excluded** – The classifications of elected officials, appointed officials on part-time boards and commissions, city attorneys, Department Directors and their assistants, and supervisors (unless specified in the union recognition section) are not included and will not be added to the bargaining unit.
- 2.3 **Employees Excluded:**
  - 2.3.1 **Seasonal employees** are employees used by the City to handle peak workload periods. Seasonal positions will be used for no more than six (6) months in a calendar year in

accordance with City Policy. Seasonal employees transferred from one seasonal position to another seasonal position remain subject to six (6) months total aggregate employment.

**2.3.2 Temporary employees** are employees used by the City to fill in for employees temporarily unable to work.

**2.3.3 Project temporary employees** are assigned for the term of a specific project or program and may not exceed one (1) year; provided, however, that the term of the assignment may be extended up to a maximum of three (3) additional months by mutual agreement of the parties.

**2.3.4** All other temporary employees shall be excluded from the bargaining unit with the understanding that neither the employees nor the positions will be used for more than a total of 12 months.

**2.3.5 Confidential employees** regardless of the classification they occupy.

**2.4 New Classifications** – In the event the City creates a new position or reclassifies an existing position proposed to be exempt from the bargaining unit, the Union will be notified in writing. In the event that the Union disputes the City's proposed exemption of the new position from the bargaining unit, the Union will provide written notice specifying the reasons for dispute within thirty (30) calendar days of receipt of written notice from the City. In the event that the City and the Union are unable to resolve the dispute, either party may refer the issue to the Public Employment Relations Commission for resolution.

**2.5 Emergency/Disaster Worker** - During an emergency, disaster, or catastrophic event as defined under RCW 38.52.010, which places life or property in jeopardy, employees may be assigned to any disaster service activity that promotes the protection of the public health and safety. Assignment might require serving at a location, at times and/or under conditions that significantly differ from an employee's normal work assignments; this may include assignments to perform work outside of the bargaining unit. As an employee of the City of Bremerton, the employee may be directed to perform a role other than their regular job, by a superior or by law. An employee may be called on to perform services as an Emergency/Disaster Worker as defined in RCW 38.52.010, subject to the provisions of RCW Chapter 38.52. An employee's rate of pay will not be reduced as a result of such assignments.

## ARTICLE 3 UNION DUES

**3.1 Notification of New Hire** - The employer agrees to notify the Union within 10 working days when new employees are hired.

**3.2 Union Security** - The Employer shall deduct and transmit monthly those regular Union membership initiation fees and dues from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deduction. The union agrees to indemnify, defend, and hold the employer harmless against any and all claims, suits, orders, and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until such time as the authorizing employee revokes their authorization.

**3.3 Revocation** - An employee may revoke their authorization for payroll deduction for payment to the Union by written notice to the Union pursuant to RCW 41.56.110. Every effort will be made to end

the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt of written notice from the Union that the employee has revoked their authorization.

#### ARTICLE 4 UNION ACCESS

- 4.1 **Union Representatives** – The Union will provide written notice to the City of the names of the officials authorized to represent the Union. The City will provide reasonable access to City facilities to such authorized representatives for the purpose of investigating grievances and other legitimate Union business provided that such access does not unreasonably interfere with the work and duties of an affected employee or of other on-duty employees.
- 4.2 **Shop Stewards** – The Union will have the right to appoint six (6) Shop Stewards. The Union will make every reasonable effort to have no more than four (4) stewards from the same department.
- 4.2.1 The Union will provide written notification to the Human Resources Manager of the name and assigned areas of all Shop Stewards appointed by the Union. The City will provide reasonable access to employee workplaces to Shop Stewards for the purpose of investigating grievances provided that such access does not unreasonably interfere with the work and duties of an affected employee or of other on-duty employees. A Shop Steward will obtain the permission of their supervisor and the supervisor of the affected employee prior to contacting an employee during work hours. A Shop Steward may perform their Steward duties on City paid work time provided that such duties do not unreasonably interfere with the Steward's ability to perform the duties of their position with the City. In no event, however, will a City employee who is a Shop Steward be granted more than five (5) hours of paid work time for the purpose of investigating and resolving a single grievance. It shall be understood that the five (5) hours maximum does not mean five (5) hours per workday, but five (5) hours total time.
- 4.3 **Union Bulletin Boards** – The City shall provide the Union with bulletin boards at reasonable locations for its use in communicating with its members. Union Bulletin Boards shall be used exclusively to post Union notices of meetings, social events, job postings, and other related union business. It shall be the responsibility of the shop stewards to monitor the bulletin boards to ensure they are being utilized for those purposes only.

#### ARTICLE 5 WAGES

##### 5.1 **Pay Rates**

**Effective January 1, 2025, Appendix "A" reflects a 6% general wage increase (3.6% COLA plus 2.4% market adjustment).**

**Effective January 1, 2026, Appendix "A" will reflect a general wage increase of 100% of the Seattle/Tacoma/Bellevue CPI-W, June 2024 to June 2025, with a minimum of 2% and a maximum of 4%.**

**Effective January 1, 2027, Appendix "A" will reflect a general wage increase of 100% of the Seattle/Tacoma/Bellevue CPI-W, June 2025 to June 2026, with a minimum of 2% and a maximum of 4%.**

- 5.2 **New Employees** – A new employee's pay rate will be set at first step of the pay scale; however, a new employee may have their pay rate set at a higher step based upon relevant years and type of prior paid

work experience. Placement of a new employee's pay rate at a step higher than the first step must be approved by the Department Director, the Human Resources Manager and Financial Services.

**5.3 Advancement through Pay Rates** – Advancement through the pay rates from the first step through the final step of the pay range will occur upon completion of the prescribed number of months or year(s) of continuous employment since the employee's last annual pay step increase, provided, the City may withhold a step increase for work performance that does not “Meet Expectations”. A step increase may be withheld for a maximum of twelve (12) months, during which time the employee will receive monthly evaluations. The employee’s immediate supervisor will notify the employee in writing of expected failure to meet expectations at least thirty (30) days prior to the due date of the work performance evaluation. If such notice is not provided the step increase will not be withheld. The withholding of a step increase will not change the employee’s current anniversary step date for pay purposes. In the event that the employee “meets expectations” at one of the monthly evaluations during the subsequent 12 months, they will receive a step increase effective as of the due date of that monthly evaluation. It shall be understood that the increase will not be applied retroactively to the month(s) in which the employee received a rating below ‘meets expectations’. In the event an employee is on approved leave of absence without pay, in excess of eighty (80) consecutive work hours, the employee's next pay rate advancement date will be extended by the actual number of days the employee was absent on such leave.

**5.4 Pay Rate upon Reclassification**

**5.4.1 Reclassification/downgrade to a lower classification** - In the event an employee is reclassified from one classification to another classification which is at a lower pay range or, if an employee's classification is downgraded from one pay range to a lower pay range, the employee's pay rate at the lower pay range will be set at that step which is closest to, equal to, but not greater than the pay rate they were receiving at the former pay range. All time the employee had served at the former step toward advancement to the next step of the former pay range will be used in determining the time required to advance to the next step of the new pay range. If the employee is at final step or beyond the final step in the new pay range, then his/her pay rate shall remain frozen at that rate until such time as the final step provides for an increase. This section shall not apply to an employee who is demoted, which falls under Article 34, Section 34.3.4.

**5.4.2 Reclassification/upgrade to a higher classification** - In the event an employee is reclassified from one classification to another classification in a higher pay range the employee will receive no less than the entry level step of the new pay range or a five percent (5%) pay increase, whichever is greater, provided that no employee is thereby advanced beyond the final step of the higher pay range. The employee's advancement to the next step in the new pay range will be based on the effective date of the reclassification to the new pay range. This section shall not apply to an employee who is promoted, which falls under Article 37, Section 37.1.2.

**5.5 Base hourly rate of pay defined** – The base hourly rate of pay is that which is shown in Appendix “A”, for each classification, which reflects the pay grade and pay step at which an employee is being paid on an hourly basis excluding longevity.

**5.6 Longevity Pay** – Longevity pay will be applied to the base hourly pay rate of each employee for years of completed continuous employment on the following basis:

0 through 5 years' continuous employment	0%
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Commencing 6 through 10 years' continuous employment	1%
Commencing 11 through 15 years' continuous employment	2%
Commencing 16 through 20 years' continuous employment	3%
Commencing 21 years and over continuous employment	4%

**5.7 Premium Conditions (not included in base hourly rate of pay)**

**5.7.1 Standby** - An employee is placed on standby duty when the City requires the employee to be immediately available to report for work other than during his/her normal scheduled hours of work. When standby is implemented, all qualified bargaining unit members, including leads and supervisory bargaining unit members, shall share in the standby hours or lists.

**5.7.1.1** Employees who call out sick or leave early during a shift because they are sick are not eligible for standby pay until they return to regular duty. This provision does not apply if such sick leave usage was for pre-scheduled medical appointments or for employees caring for a family member.

**5.7.1.2** Employees who are on light duty are not eligible for standby without advance managerial approval and clearance from their physician.

**5.7.2.1 Standby Equipment**

- A. An employee on standby duty will be provided with a radio that has a police frequency.
- B. Assigned stand-by duty employees shall have the use of a take home city vehicle for the week, per City policy.

**5.7.2.2 Standby Pay** - The following standby rates will apply:

- A. **Weekday or regular day off beyond two** – Two (2) hours of employee’s regular base hourly rate of pay plus longevity if applicable. After completion of nine (9) weeks of City mandated standby in a calendar year the employee will receive three (3) hours at their regular base hourly rate of pay plus longevity if applicable.
- B. **Holiday** – Three (3) hours of employee’s regular base hourly rate of pay plus longevity if applicable. After completion of nine (9) weeks of City mandated standby in a calendar year the employee will receive four (4) hours at their regular base hourly rate of pay plus longevity if applicable.
- C. **Regular day off** – Three (3) hours of employee’s regular base hourly rate of pay plus longevity if applicable, up to a maximum of two (2) days. After completion of nine (9) weeks of City mandated standby in a calendar year the employee will receive four (4) hours at their regular base hourly rate of pay plus longevity if applicable.
- D. **Type of Compensation** - The employee shall receive pay as provided above for all standby duty. Employees may accrue compensatory time for stand-by duty. The maximum allowed accrual of compensatory time shall be eighty (80) hours (which includes compensatory time accrued under

Article 7.2) all standby pay and overtime in excess of the maximum shall be paid at the applicable rate.

**5.7.2.3 Length of Standby** - Standby will normally consist of not more than seven (7) consecutive days, provided; however, based upon mutual agreement of the employee and immediate supervisor, the employee may be placed on standby in excess of seven (7) days.

**5.7.3 Shift Differential** – An employee assigned to work a shift schedule, which begins at 12 noon, or later and/or earlier than 6 a.m. **or if their normal work schedule includes working on Saturday and/or Sunday** will be compensated a shift differential of one dollar (\$1.00) per hour for each hour of the shift so worked. There is no pyramiding of shift differentials.

**5.8 Paydays** – Pay days will be the 7th and 22nd of each month. If a payday falls on a Saturday, Sunday, or on a Monday holiday, the City will make every effort to distribute pay checks on Friday. The parties encourage employees to utilize “automatic deposit” of their paychecks.

**5.9 Direct Deposit** – New employees shall be required to sign up for direct deposit of their pay checks.

**5.10 Payroll Errors** - Should the City be responsible for any payroll error, adjustments in excess of fifty (\$50.00) dollars will be paid within two (2) business days. The City and the employee shall share the responsibility to notify one another as soon as possible after any error is found.

## ARTICLE 6 HOURS OF WORK

**6.1 Normal Hours of Work** – The normal hours of work for regular full-time employees will be forty (40) hours per week. The normal hours of work for regular part time employees will be the number of hours per week that the Department Director/Division Manager schedules which will not exceed forty (40) hours per week and will not exceed the Department's approved budget allocation for the position.

**6.2 Normal Work Schedule** – The normal work schedule for regular full-time employees will consist of five (5) consecutive eight (8) consecutive hour days, however, the City may adopt 4/10's and/or 9/80's as the normal work schedule, at the discretion of the Department Director when it is in the best interest of the City. The 4/10 schedule as referenced in this document also means an alternate work schedule as provided herein. The Department and employee may mutually agree to any other work schedule by the filing of an alternate work schedule form that shall require the approval of the Department and the Human Resources Manager.

**6.2.1** Except in emergency situations (such as weather and acts of God) employees will be given fourteen (14) calendar days' notice of any City initiated change in their normal work schedule, except that Parks & Recreation and Public Works and Utility Department employees will be given seven (7) calendar days' notice of any change in their normal work schedule, otherwise employees will receive overtime compensation. The normal work schedule for regular part time employees will be that which is scheduled by the Department Director/Division Manager and shall consist of no more than five (5) consecutive days in a workweek. The normal work schedule will usually be set to begin on Monday and conclude on Friday but may be set to begin on another weekday and conclude five (5) consecutive days thereafter, based upon the needs of City. The City will make every reasonable effort to schedule employees with two (2) consecutive days off between workweeks.

**6.3 Flex Time** – If mutually agreed upon by the employee and employee’s manager/supervisor, flex hours may be approved if the flex hours do not interfere with workload requirements. Flex hours must be approved in advance. Flex time cannot be used to avoid using leave for last minute tardiness/absenteeism. Employees working an adjusted workday must flex their hours within the same workweek and such schedule shall not result in overtime or compensatory time. If flex time is used, overtime shall only be paid for hours worked in excess of forty (40) hours in the workweek. This article is intended to address occasional or intermittent changes to employee schedules.

**6.3.1** Employees who are regularly required to attend night meetings or perform normal work functions outside of a normal work schedule at the City’s request may, by mutual agreement with the Department Director/Division Manager, flex their time.

**6.3.2** Flex time shall not be allowed to adjust work schedules to accommodate last minute absenteeism for tardiness.

**6.4 Meal Periods** – The parties agree to rest breaks and meal periods that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187. All employees shall have a regularly designated mealtime, 30 minutes or one (1) hour in length, without pay, which shall be scheduled by the Department Director/Division Manager or designee. The thirty (30) minutes or one (1) hour designated mealtime includes travel time to and from the work site. The lunch period will take place no sooner than three (3) hours and no later than five (5) hours from the beginning of a 5/8 schedule, and no sooner than four (4) hours and no later six (6) hours from the beginning of a 4/10 schedule. No employee will be required to work more than five (5) consecutive hours without a meal period. An employee who works three (3) or more hours beyond their normal workday shall be allowed at least one thirty (30) minute meal period either prior to or during the overtime period. When an employee is required by the City to remain on duty on the premises or at a prescribed work site when it is in the best interest of the City during a meal period, the meal period will be paid as time worked.

**6.4.1** Employees shall be allowed one (1) rest period (break) per one half (1/2) shift (workday) provided:

- The time, length and location of a break is determined by the employee's supervisor, with the understanding that the employee shall receive no more than fifteen (15) minutes.
- Break periods will be scheduled as near as possible to the midpoint of a work period. The City will make a reasonable effort to ensure that no employee is required to work more than three (3) hours without a rest period.

The purpose of granting breaks is to relieve fatigue and mental strain on the job; therefore;

- Combining two (2) daily breaks into one thirty (30) minute break is not permitted.
- Using breaks to lengthen meal periods, to cover tardiness, or to leave work early is not permitted except under special circumstances and with the approval of the Department Director or designee.
- Accumulating breaks from day-to-day is not permitted.

- Taking more breaks in smaller segments of time, e.g. three (3) 5-minute breaks, is not permitted.
- With prior approval of the division manager, employees may sign a waiver to forgo their thirty (30) minute break in an emergency situations only.

## ARTICLE 7 OVERTIME

- 7.1 Overtime Defined** – Overtime is all required and authorized work performed in excess of a full-time employee's normal 40 hour and/or daily work schedule. Overtime includes required training, instruction, callback, and other such work which is required and authorized by the City and is performed during an employee's normally scheduled off duty time. Overtime for regular part-time employees is all required and authorized work performed in excess of forty (40) hours during the employee's weekly work schedule pursuant to Article 6, Section 6.2. The use of any paid leave time will be considered as time worked for the purpose of calculating overtime. Employees who call out sick or leave early during a shift because they are sick are not eligible for overtime until they return to regular duty unless otherwise approved by management. This provision does not apply if such sick leave usage was for pre-scheduled medical appointments or for employees caring for a family member.
- 7.2 Overtime Compensation** – Overtime work will be compensated at the rate of one and one-half (1-1/2) times an employee's base hourly rate plus longevity if applicable, in cash or in compensatory time. The form of overtime compensation will be at the election of the employee provided Compensatory time off will be taken by mutual agreement between the employee and supervisor. Upon the death of the employee, accrued compensatory time shall be paid to the employee's estate.
- 7.2.1 Use Of Compensatory Time** - The maximum allowed accrual of compensatory time shall be (80) hours, and all overtime accrued in excess of that maximum shall be paid at the applicable rate. Employees may use a maximum of eighty (80) hours of compensatory time in a calendar year. Employees may carryover up to twenty (20) hours of compensatory time from one calendar year to the next. Employees who wish to cash out all or a portion of their accumulated compensatory time will have the option to receive this pay the pay period ending November 15th. Employees who wish to exercise this option shall submit their request, in writing, to the Department Director, no later than November 1st of each year.
- 7.2.2** Compensatory leave will be mutually scheduled between the employee and their Department Head or designee. Compensatory leave must be approved by the Department Director/Division Manager prior to an employee taking the time off. An employee will have a better chance of receiving approval for compensatory leave if the request is submitted as far in advance as possible. In the event more than one employee requests compensatory leave for the same time period submitted on the same day, the requesting employee with the greatest city-wide seniority shall be granted the compensatory leave. The Department shall make a good faith effort to respond to compensatory leave requests in a timely manner.
- 7.3 Telephone Calls To Employees** - If an employee receives a work related telephone call while off duty, they shall receive a minimum of one quarter (1/4) hour pay at the overtime rate for each call, provided, however, that additional calls received by the employee within the quarter hour minimum shall not pyramid.
- 7.4 Call Back Minimum Overtime** – In the event an employee who has departed from their normal work hours is **called back** to work outside of the normal work hours for a period of time which is less than

two and a half (2.5) hours, the employee will receive a minimum of two and a half (2.5) hours of overtime compensation. A call back initiates a two and a half (2.5) hour guarantee period. Subsequent call backs will not initiate an additional two and a half (2.5) hour guarantee period until the original two and a half (2.5) hour guarantee period has passed.

**7.4.1 Call Back Contiguous to an Employee’s Normal Start Time** – Employees responding to a Call Back will be paid 2.5 hours of overtime. The employee’s normal work hours will be reduced by the amount of time the 2.5 hours infringes on the employee’s normal work hours.

**Example:** An employee’s normal work hours are 7:30 AM to 4:00 PM. The employee is called out at 6:30 AM. The employee would receive 2.5 hours of overtime and six and a half (6.5) hours of straight time.

**7.4.2 Call Back After the Employee’s Normal Quitting Time** - Once the employee’s normal work hours have concluded, any unplanned return to work shall be considered a Call Back. It shall make no difference if the employee has left the work site or not.

**Example:** The employee work schedule concludes at 4:00 PM and at 4:04 PM, the supervisor is notified of a problem. The supervisor notices that the employee is still in the parking lot talking to several other employees. The supervisor goes to the employee and directs the employee to handle the problem. This is a Call Back and the employee will receive a minimum of 2.5 hours of overtime.

Call Back does not apply to shift holdovers. For example, an employee starts a project during their regular hours and stays late to complete it. This is normal overtime.

**7.5 Court and/or Subpoenaed Appearances** – An employee who appears in Court or responds to a subpoena as a representative of the City which is related to their employment on off duty time shall receive overtime compensation for such appearances. If the employee is being prosecuted for a willful, illegal act in the performance of their duties as a city employee, they will not be paid for time unless they are found innocent and/or the case is dismissed.

**7.6 Use of Bargaining Unit Employees for Overtime** - The City shall offer overtime to qualified bargaining unit employees within the division prior to utilization of temporary employees for such overtime. The City will make a reasonable attempt to offer this work by seniority.

**7.7 Emergency Crews** – Employees may be pre-assigned to an emergency shift schedule (e.g., 12-hour shift for Snow Removal Crews). Crews will be designated as follows: “A” shift and “B” shift. Employees on emergency crews will receive shift differential pay and work the 12-hour shift throughout the period of the emergency. Employees in each crew (both “A” and “B” shifts) called out for an emergency shift shall receive two hours callout (overtime) pay for the first full 12-hour shift. (e.g., Pay would be 2 hours overtime for the call-out, 6 hours straight time, plus 4 hours overtime. That crew’s next emergency shift pay would be 8 hours straight time plus 4 hours overtime.)

Pay for call-outs prior to the full emergency shift will be in accordance with overtime and callout policy per Article 7. If the callout occurs within two (2) hours of the first emergency shift, the first emergency shift crew will respond and work continuously through the shift.

**EXAMPLES:**

**Snow Removal Crew** - If an emergency schedule is initiated after 10 p.m. but before the normal shift (7:30 a.m.), the “B” shift will be called in and work until noon or eight hours minimum. If the callout occurs prior to 10 p.m., the “A” shift will be called in and work until midnight when “B” shift will relieve. If the emergency is declared during the normal work shift, “B” shift will work the normal eight (8) hours then be released; “A” shift will work until midnight when relieved by “B” shift.

**Other Emergency Crews** – Any other divisions may use other start/quit times, but will follow the principle of the example of the Snow Removal Crew.

When the Division Manager has determined that the emergency condition is over, the crews will revert to their regularly scheduled shift. The transition shifts going into and out of the emergency shift schedule, will work until released by the supervisor. If an employee works a minimum of 16 consecutive hours, their supervisor may release them with paid administrative leave from their next regular shift if the next regular shifts starts within 8 hours.

Generally, employees will not work more than sixteen (16) consecutive hours. In rare cases (e.g. during an emergency or other urgent situation), employees may work more than sixteen (16) consecutive hours with approval by the Senior Maintenance and Operations Manager.

- 7.8 Evidence Technician Standby** – Crime Scenes employees who receive a call requesting them to standby for a potential call out will be paid 2.5 hours of overtime. The employee’s regular paid (straight time) hours will be reduced by the amount of time the 2.5 hours infringes on the employee’s normal work hours.

Example: An employee’s normal work hours are 7:30 AM to 4:00 PM. The employee is called at 6:30 AM. The employee would receive 1 hour of overtime from 6:30 AM to 7:30 AM, 1.5 hours of overtime from 7:30 to 9:00 AM (normal shift) and six and a half (6.5) hours of straight time (remainder of normal shift).

## **ARTICLE 8 PROBATIONARY PERIOD**

- 8.1 New Employees** – New employees shall be required to serve a probationary period of twelve (12) months. Probationary employees are “at will” employees during their probationary period and during that time may be terminated without reason or cause and have no recourse to any appeal process. The probationary period automatically extends for any absence in excess of fourteen (14) consecutive days by the length of the absence.
- 8.2 Promoted Employees** – Employees promoted shall serve a six (6) month promotional probation period
- 8.3 Failure to Complete Probation** – The promotional probationary employee who fails to successfully complete probation shall be demoted to the lower position from which they were promoted. Such determination shall be made at the sole discretion of the City and the reasons shall not necessarily constitute just cause.
- 8.4 Probationary Employee** – An employee who has been hired by the City and who has not yet completed the required twelve (12) months probationary period.
- 8.5 Regular employee** – An employee who has successfully completed their twelve (12) months probationary period for the position for which they were hired.

**ARTICLE 9 VACATION LEAVE**

**9.1 Vacation Accrual** – Employees shall accrue vacation leave for all regularly scheduled compensated hours including paid holiday, sick leave, vacation and other paid leave time, excluding workers' compensation time loss benefits and Washington State Paid Family Medical Leave pursuant to the following schedule:

<u>Period of Continuous Full-time Employment</u>	<u>Hours Accrued/Year</u>
Date of Hire through 2 years	104 Hours
3 <sup>rd</sup> year (*Effective the first pay period after ratification by both parties)	112 Hours
6th year	120 Hours
7th year	128 Hours
8th year	136 Hours
9th year	144 Hours
10th year	152 Hours
11th year	160 Hours
12th year	168 Hours
13th year	176 Hours
14th year	184 Hours
15th year	192 Hours
16th year	200 Hours
17th year and thereafter	208 Hours

Nothing in this Agreement prohibits the City from negotiating up to 80 hours of frontloaded vacation for a new hire, subject to Mayor approval.

**9.2 Vacation Eligibility** – An employee becomes eligible to take accrued vacation leave upon completion of six (6) months of continuous employment. Probationary employees may be permitted to use earned vacation leave due to extenuating circumstances solely at the discretion of the Department Director/Division Manager. Vacation leave may not be taken in less than one-quarter (1/4) hour increments. Vacation leave must be earned in the pay period prior to the time an employee takes any vacation leave since accruals are added to an employee's leave balance after payroll has been posted.

**9.3 Vacation Scheduling** – Annual vacation leave will be mutually scheduled between the employee and their Department Head or designee. Vacation leave must be approved by the Department Director/Division Manager prior to an employee taking the time off. An employee will have a better chance of receiving approval for a vacation request if the request is submitted as far in advance as possible. In the event more than one employee requests vacation leave for the same time period submitted on the same day, the requesting employee with the greatest city-wide seniority shall be granted the vacation leave. The Department shall make a good faith effort to respond to a vacation leave request in a timely manner.

**9.3.1 Vacation Bidding:** Optional per department/division with management discretion on a yearly basis.

**9.3.1.1** Vacation Bidding will occur annually. The bidding process will begin on November 1<sup>st</sup> for the following calendar year.

**9.3.1.2** Bidding will occur in seniority order.

- 9.3.1.3 Upon being contacted the employee will have three days to make their selection.
- 9.3.1.4 Employees may select one vacation time period, up to two weeks at a time in the first round. If they do not make a selection it will be considered a pass.
- 9.3.1.5 During the second round of bidding the employees may select up to one-week vacation slots.
- 9.3.1.6 During the third round of bidding employees may select one day vacation slots.
- 9.3.1.7 Vacation selections shall continue through seniority rotation until all employees have selected all shifts they intend to take during the next calendar year.

**9.3.2 Supplemental Leave Request:** Optional per department/division with management discretion on a yearly basis.

- 9.3.2.1 Once the vacation bidding process is complete employees may submit additional leave request(s).
- 9.3.2.2 Additional requests shall be granted on a first-come first-serve basis.
- 9.3.2.3 In the event multiple requests are submitted for the same dates at the same time the request will be awarded based on seniority.

**9.4 Maximum Vacation Accrual** – The maximum number of vacation accrual hours that any employee will be allowed to carry forward from one calendar year to the next will be as follows:

<u>Years of Service</u>	<u>Maximum Carryover Hours</u>
Date of Hire through 5 full years of employment	160 Hours
Over 5 full years of employment	240 Hours

**9.5 Carryover** - In the event an employee has been prohibited from taking sufficient vacation time to reduce their vacation balance to the maximum allowable carryover at the end of a calendar year, (or unable to because of absence from work due to illness or disability) the excess hours will be carried forward into the next the calendar year. An employee who fails to request scheduled vacation time during the year and whose accrued vacation hours exceed the maximum carry over balance at the end of the calendar year shall forfeit such excess vacation hours.

**9.6 Vacation Pay-Out** – Upon the retirement or separation of a regular employee, or upon the date of an employee's disability retirement, the accrued vacation hours of such an employee will be paid to the employee in a lump sum payment at the employee's straight time base hourly rate of pay plus longevity if applicable, at the time of separation except an employee shall not be paid vacation pay out unless employed over six (6) months. Each year by December 1st the bargaining unit will notify the City whether eligible employees who retire from City service in the following calendar year shall have their accrued vacation cash out contributed to an HRA-VEBA Plan .

- 9.6.1 No employee shall receive compensation for greater than their max allowed carryover (see Article 9.4) plus any hours accrued during the current year.
- 9.6.2 An employee who fails to provide a two (2) week advance notice of resignation or retirement shall forfeit their rights to earned vacation cash out. The two (2) weeks advanced notice may be waived by the Mayor in situations that would make such notice by the employee impossible.

9.7 **Payment of Vacation Leave Upon Death** – In the event of the death of an employee, the employee's estate will be paid in a lump sum for the total accrued and unused vacation leave hours at the employee's regular hourly base pay rate plus longevity if applicable, in effect at the time of death.

9.8 **Donations Of Vacation Leave** - Donations of Vacation leave permit employees to aid any City employee who is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate their employment prior to a determination that the affected employee is not expected to recover to an extent that will enable the employee to resume their normal duties or the duties of another position with the City or another employer.

9.8.1 **Eligibility** - An employee who (1) is suffering from an illness or injury causing their extended absence from work, and (2) who has depleted or will shortly deplete their total available accrued vacation, compensatory leave accrual, sick and floating holiday leave, and Washington State Paid Family Medical Leave, may request donations of vacation leave. The employee making such request may restrict the scope of employees being asked to donate.

9.8.2 **Criteria For Approval** - A request for donations of vacation leave shall be submitted to the requesting employee's Department Director/Division Manager accompanied by medical documentation verifying the medical condition requiring the need for leave, and the time period during which the employee can reasonably be expected to be absent from work due to the condition. Upon verifying that the requesting employee meets all of the eligibility requirements above and upon determining that the medical documentation received provides appropriate verification of the medical condition and time period involved, the Department Director will recommend the employee's request for donations of vacation leave be approved by the Mayor. The Mayor will review the request to assure that all of the requirements set forth in this subsection have been met and, if so, shall approve the employee's request for donations of vacation leave.

9.8.3 **Notification** - Upon approval by the Mayor, all City employees, unless a restriction has been requested by the employee shall be notified of the approved request for donation of leave.

9.8.4 **Conditions Of Donation** - An employee who has been employed for at least six (6) months who desires to donate accrued vacation leave to a requesting employee will do so as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her accrued vacation leave. Employees who are utilizing donated leave to cover their own absences may not donate leave to another employee until such time as they have returned to their normal schedule, and any excess donations made to them have been returned pursuant to 9.8.6 below. An employee who desires to donate vacation leave shall complete a Donation of Vacation Leave Form and submit it to his/her Department Director. The donated vacation leave will be transferred to the requesting employee's sick leave balance with the next payroll report. Forms will be date stamped and all time donated shall be in full hour increments and shall be credited to the employee on an hour-for-hour basis. A monthly update of the condition of the employee by the attending primary medical doctor shall be required and furnished to the Department Director.

9.8.5 **Use Of Donated Leave** - An employee who has received donated vacation leave will be able to use the sick leave in the same manner as if they had personally accrued the

leave. All of the employee’s accruals of sick leave, compensatory time, floating holiday, and vacation leave shall be used first each pay period. The remainder of leave needed will then be deducted from the employee’s donated leave bank.

**9.8.6 Return Of Excess Leave Donations** – Donated leave will remain in the employee’s sick leave balance for a period of six (6) months from an employee’s return to work. In the event of excess donations received but not used due to early recovery, resignation, retirement or death, all donations received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. Time donated for this purpose will not be considered as time used during the donor's performance rating period.

**9.9 Cancellation of Vacation Leave by City** - If an employee has an approved vacation canceled by the City, the City will reimburse the employee for all verifiable non-refundable expenses incurred by the employee after the date the Leave Request was approved.

**ARTICLE 10 HOLIDAYS**

**10.1 Holidays Observed** – The following holidays will be observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year’s Day	January 1 <sup>st</sup>
Martin Luther King’s Birthday	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>
One Floating Holiday	Approval of Supervisor

**10.1.1** In addition, any other holiday legally proclaimed by the Federal or State government, provided that the City takes official action to have such holiday also observed by the City.

**10.2 Alternative Days of Holiday Observation** – If a holiday observed by the City falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday. If the day a holiday is observed by the City falls on an employee's regularly scheduled day off, the employee will receive an alternate day off as a paid holiday during the same or following pay period. Each holiday constitutes no more than one calendar day per employee.

**10.3 Floating Holiday**

**10.3.1 Floating Holiday Leave** - One (1) floating holiday (eight [8] hours) will be granted to each

employee at a time which is mutually agreed to by the employee and the employee's immediate supervisor. New employees shall have been employed for six (6) months in order to qualify for a floating holiday. Floating holiday leave may not be taken in less than one (1) hour increments.

**10.3.2.** No payment will be made upon separation of employment from the City for any unused Floating Holiday Leave.

**10.3.3** No carry-over of Floating Holiday Leave will be permitted from one calendar year to the next calendar year except as stated in 10.3.4 below.

**10.3.4** If an employee has scheduled their floating holiday (per 10.3.5) below and the City cancels it due to an emergency, the employee can carry it over into the new year. The carried over floating holiday must be taken by March 31<sup>st</sup> of the following year or it will be lost.

**10.3.5** Employees must schedule their Floating Holiday by August 31<sup>st</sup> of each calendar year.

**10.4** **Holiday Compensation (Full-time Employees)** – An employee shall receive eight (8) hours of time off with pay for each holiday observed by the City, including a floating holiday of each employee's choice. An employee who is assigned at the City's request to work an alternative schedule will receive holiday pay based on their regularly scheduled hours (i.e., an employee assigned to a ten (10) hour shift will receive ten (10) hours of time off with pay for each holiday nine (9) hour shift employees will receive nine (9) hours of pay, etc.). In order to receive holiday compensation, each employee must work or be on authorized paid leave on the scheduled workday prior to or the scheduled workday immediately after each holiday.

**10.5** **Holiday Compensation (Part Time Employees)** - Part-time employees who regularly work 20 or more hours per week will receive pro-rated Holiday Leave based upon their average normal workday, but in no case less than four (4) hours.

**10.6** **Working on a Holiday** – An employee required to work on a holiday will be compensated at one and one-half (1-1/2) times the employee's regular straight time base rate of pay plus longevity if applicable, for the time worked. If the employee is required to work four (4) or more hours on the holiday, they will also receive a mutually agreed to alternate day off. The alternate day off must be taken before any other productive leave and is forfeited if not used within the same calendar year.

**ARTICLE 11 SICK LEAVE AND INDUSTRIAL DISABILITY**

**11.1** **Sick Leave Accrual** – Full-time employees will accrue sick leave at the rate of four (4) hours per pay period, including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits and PFML are paid. Part-time employees and employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at .046154 for each regular hour worked as outlined above. The maximum annual accrual will be ninety-six (96) hours. Nothing in this Agreement prohibits the City from negotiating up to 40 hours of front-loaded sick leave to a new employee, subject to Mayor approval.

**11.2** The City will provide the Union Thirty days' notice of its intent to implement the following changes. Regular Accrual Not Covered by Washington State Paid Sick Leave Law - Full-time employees will accrue sick leave at the rate of 2.1667 hours per pay period, including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits and

Washington State Paid Family Medical Leave are paid. Part-time employees and employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at 0.025 for each regular hour worked as outlined above. The maximum annual accrual of non-covered leave will be 52.0008 hours.

- 11.3 Accrual Covered under Washington State Paid Sick Leave Law (RCW 49.46)** - Full-time employees will accrue sick leave at the rate of 1.8333 hours per pay period, including paid holiday, sick leave, vacation and other paid leave time and excluding time for which workers' compensation time loss benefits and Washington State Paid Family Medical Leave are paid. Part-time employees and employees who are on a leave of absence without pay will have their leave pro-rated if they have worked any portion of a pay period at 0.011 for each regular hour worked as outlined above. The maximum annual accrual of covered sick leave will be 43.9992 hours.
- 11.4 Maximum Accrual**- The maximum combined annual accrual of leave accrued under the Washington paid sick leave and regular accrual will be 96 hours. Sick leave accrual will be pro-rated for part-time employees (Example: Employees working 20 hours per week will accrue forty-eight (48) hours per year).
- 11.5** Employees will be required to indicate which leave bank they are utilizing on their completed Leave Request/Authorization Form.
- 11.6 Maximum Sick Leave Accrual** – Employees will be able to carry over sick leave to a maximum of 1160 hours of regular sick leave and 40 hours of Washington State Paid Sick Leave on January 1<sup>st</sup> of each year. Max sick leave accrual will be pro-rated for part-time employees.
- 11.7 Sick Leave Retirement Payment** – An employee who retires from City service on a service or disability retirement will be provided a Sick Leave Retirement Payment at thirty-five percent (35%) of the employee's accrued and unused sick leave hours to a maximum of 35% of 960 hours (a maximum total of 336 hours). The payment will be made to the employee at the employee's regular base hourly pay rate plus longevity if applicable, in effect at the time of retirement. Each year by December 1 the bargaining unit will notify the City whether eligible employees who retire from City service in the following calendar year shall have their accrued sick cash out contributed to an HRA-VEBA Plan.
- 11.8 Payment of Sick Leave Upon Death** – In the event of the death of an employee, the employee's estate will be paid for the total accrued and unused sick leave hours at the employee's regular base hourly pay rate plus longevity if applicable, in effect at the time of death.
- 11.9 Sick Leave Use** – Sick leave shall not be granted in advance of actually being accrued. Sick leave will be made available to each employee up to the amount of each employee's accrued sick leave balance and shall be used in increments of no less than one-quarter (1/4) hour to cover an employee's absence from their regularly scheduled work hours (prior to using vacation, comp time or floating holiday, unless leave is covered under the Family Care Act) due to:
- 11.9.1** The temporary disability of an employee resulting from their personal illness or injury.
- 11.9.2** Providing care for: a) a child of the employee under the age of 18 when they have a health condition that requires supervision or treatment; or b) a spouse, parent, parent-in-law or grandparent c) a State Registered domestic partner; d) any person for whom the employee is a legal guardian; e) adult son or daughter, incapable of self-care because of a physical or mental disability, of the employee who has a serious or emergency health condition.

- 11.9.3 Attending medical, dental and/or oculist appointments as needed for preventive or rehabilitative health care of the employee or the employee's children when such care requires parental presence to supervise or authorize treatment.
- 11.9.4 Upon the birth or adoption of a child, an employee may use accrued sick leave pursuant to FMLA.
- 11.9.5 Providing care for an employee's immediate family member as provided for in Section 11.9.2, when the family member has a health condition that requires the assistance of an adult caretaker until such time as other care can be arranged. No more than forty (40) hours of sick leave can be used for this purpose for the following family members: brother, sister, brother/sister in-law, grandparent's in-law, grandchildren, domestic partner, a person for whom the employee is a legal guardian, unmarried adult son or daughter incapable of self-care because of a physical or mental disability, and step relations as described herein of both the employee and the employee's spouse. (Revised RCW 49.12.270)
- 11.9.6 Only when an employee has exhausted all sick leave accrued may they use other types of leave to cover his/her absence.
- 11.9.7 **Leave Without Pay** – Employees may not be in a Leave Without Pay (LWOP) status until all leave accruals have been exhausted, except as provided in Article 12.1 – Bereavement Leave, or unless an employee must report to work for a regularly scheduled shift ten (10) or fewer hours after departing from work. An employee shall be permitted Leave Without Pay (LWOP) status in the foregoing instances, provided the employee has obtained approval in advance from the Department Director/designee, who will have discretion to approve each request on a case-by-case basis. This article does not apply to leave taken under the Paid Family Medical Leave Act or when using Washington State Sick Leave.

**11.10 Washington State Paid Sick Leave Usage** – An employee can use this leave bank for:

- 11.10.1 An absence resulting from an employee's mental or physical illness, injury, or health condition, to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or an employee's need for preventive medical care.
- 11.10.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- 11.10.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 11.10.4 This bank may be used for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
- 11.10.5 Any other reason allowed by state law.

**11.10.6** Employees are entitled to begin using this leave beginning on the ninetieth calendar day after the commencement of their employment.

**11.11** **Notification of Sick Leave Use** – An employee who is absent or expects to be absent from work due to causes specified in Article 11. above, will provide notification as follows:

**11.11.1** **Routine Appointments** – An employee who schedules a routine medical, dental or oculist appointment will make every reasonable effort to schedule such an appointment at a time, which will cause the least interference with departmental operations. The employee shall give prior notice of the date and time of the appointment to his/her immediate supervisor. An employee's immediate supervisor may request that the employee reschedule routine appointments when, in the judgment of the supervisor, the scheduled absence of the employee would unduly interfere with the operations of the Department, however, the immediate supervisor will not unreasonably require an employee to reschedule routine medical, dental or oculist appointments.

**11.11.2** **Unanticipated Absence** – An employee who is absent from work or will be unable to report to work as scheduled due to personal illness or injury, or for other causes specified in 11.9 and 11.10 above, will promptly notify their immediate supervisor, or if unavailable, the department/division manager by telephone as soon as practicable and will make every effort to notify their immediate supervisor, or if unavailable, the department/division manager within the first one-half hour of each work day or, if possible, within the one-half hour preceding each work day of absence. In the event neither the immediate supervisor nor the department/division manager can be contacted directly, the employee may leave a voice mail message. However, the employee is obligated to speak directly to the employee's immediate supervisor or the department/division manager during the day of the employee's absence. Each employee will be given contact information (including office/cellular/text), to the employee's immediate supervisor and department/division manager. In the event of a prolonged illness or injury, the Department may exempt an employee from the requirement to report their absences on a daily basis and may establish an alternative reporting arrangement appropriate to the circumstances.

**11.11.3** **Sick Leave during Authorized Paid Leave** – An employee who becomes ill or is injured during their paid vacation or compensatory time off for accumulated overtime, may request the conversion of such paid leave to sick leave with pay by promptly notifying the department of the illness or injury and providing such information as is required by the department to verify the appropriateness of such a conversion.

**11.12** **Sick Leave Documentation and Approval** – An employee who has been absent on sick leave will, within the first workday after returning to work, complete and submit a request for approval of sick leave on the City's Leave Request form and provide such information as is required by the Department to approve the use of sick leave with pay for the absence. Sick leave must be approved by the Department prior to payment. The Department will not unreasonably withhold approval of sick leave with pay from employees.

**11.12.1** **Sick Leave Certification** – When taking leave not covered under Washington State Paid Sick Leave Law, the Department may require an employee to provide a professional physician's certification of an employee's, child's or family member's illness or injury as a condition of approving sick leave with pay. In the event the Department intends to require such verification, the employee will be notified of the requirement prior to returning to work

**11.12.2 Sick Leave Certification** When taking leave under Washington State Paid Sick Leave Law— After an employee has been absent for more than three (3) consecutive workdays, the Department may require verification that the employee’s absence was for a qualifying reason in accordance with state law. In the event the Department intends to require such verification, the employee will be notified of the requirement prior to returning to work

**11.12.3 Return to Work/Fitness for Duty Certification** - The Department may require an employee to provide a Fitness for Duty certification completed by a professional physician that the employee is sufficiently recovered as to be able to return to work and assume their normal duties prior to the employee returning to work or, in the event the employee has appeared at work, prior to resuming work. If the department does not allow the employee to return to work due to the need for a Fitness for Duty certification, the employee will be allowed to continue the use of sick leave.

**11.13 Industrial Disability Leave** – An employee who incurs a work-related illness or injury and who qualifies to receive Workers' Compensation benefits will be allowed to use accrued sick leave to supplement the Workers' Compensation benefits so as to provide the same gross pay they would have received for full-time, active service. In no event will the combination of Workers' Compensation and employee sick leave exceed 100% of an employee's regular pay rate at any time of the disability period.

**11.14 Sick Leave Incentive** - Employees who do not utilize any collectively bargained sick leave in a full calendar year will have 8 hours of vacation added to their leave bank in January of the following year.

**ARTICLE 12 OTHER PAID LEAVE**

**12.1 Bereavement Leave** – An employee will be granted three (3) days of bereavement leave per qualifying event for attending funerals in the State of Washington and five (5) days for out of state funerals of members of the employee's immediate family. Immediate family shall be defined as spouse, child, child’s parent, mother, father, mother/father in-law, brother, sister, brother/sister in-law, grandparents, grandparents in-law, grandchildren, step relations as described herein of both the employee and the employee's spouse and any person for whom the employee is a legal guardian. The first three (3) days of time off for Bereavement Leave will be compensated at the employee’s current rate of pay. The additional two (2) days of time off for bereavement leave shall be charged against an employee's vacation, floating holiday, sick leave or compensatory time leave balance at the option of the employee. Additional time off may be requested by the employee and granted by the Department Director/Division Manager in extenuating circumstances and LWOP may be granted upon request by an employee with the approval of the Department Director on a case-by-case basis. Bereavement leave hours paid by the City shall not count toward computation for overtime purposes.

**12.2 Jury Duty, Witness Leave** – An employee shall be granted a leave of absence with pay for the purpose of reporting to or serving on jury duty or serving as a witness on a case relating to their job with the City, except in those instances when the employee is involved as a party in an action being taken against the City. Any juror or witness fees received by the employee for the performance of such duties shall be assigned to the City. If more than 2.5 hours of their workday remains at the time of release from jury duty or serving as a witness, the employee shall report for duty.

**12.2.1 City Notification** - Employee shall be required to notify the City immediately upon receipt of written notification from the Court that they must report for Jury Duty or serve as a

Witness as the result of a case related to their employment, by submitting a Leave Request form with a copy of the Jury Duty/Witness Notice attached. Upon telephone confirmation by the Court to report, employee shall immediately notify the on-duty supervisor.

- 12.3 Military Duty Leave** – An employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces or the State National Guard shall be entitled to military leave with no loss of pay for a period not to exceed twenty-one (21) workdays annually. Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay (unless the employee chooses to use accrued vacation leave or compensatory time) and shall be granted by the City. An employee receiving up to twenty-one (21) workdays of training or serving on active duty shall receive their regular pay and the amount received from the Federal or State government, pursuant to RCW 38.40.060 as may be amended from time to time. During periods of military conflict, employees are entitled to up to fifteen (15) days of unpaid leave before their spouse is deployed or while their spouse is on leave from deployment.
- 12.4 Domestic Violence Leave** – Pursuant to State Law, Domestic Violence Leave provides additional leave rights to employees who are victims of domestic violence, sexual assault, or stalking, or who are family members of victims. It entitles employees to take leave to receive medical treatment, attend legal proceedings, or address safety concerns arising out of domestic violence, sexual assault, or stalking as outlined in City Human Resources Policy 3-20-19.
- 12.5 Administrative Leave** - Any bargaining unit employee may be placed on Administrative Leave (leave with pay) for reasons in the best interest of the City (e.g., to diffuse a work-related or personal problem or to conduct an investigation). The City may place certain restrictions on an employee on Administrative Leave and require them to be available during his/her normal work schedule. Employees normally scheduled to work on other than an 8 AM to 5 PM schedule shall be put on a 9 AM – 5 PM schedule when placed on Administrative Leave. If an employee is unavailable at any time during the alternative time schedule, then a leave slip must be turned in to cover the amount of time the employee will be unavailable.
- 12.6 Emergency Leave** – In the event of an unforeseen emergency which requires the absence of an employee, the employee will promptly notify their immediate supervisor, or in the absence of the immediate supervisor, the manager on duty in the Department within the first one-half hour of each workday or, if possible, within the one-half (1/2) hour preceding each workday of absence. Such emergency leave shall be charged to an employee's unused vacation, floating holiday or compensatory time leave balance.

## **ARTICLE 13 RETIREMENT BENEFITS**

- 13.1 State Retirement System** - Each employee will be enrolled in the Washington State Retirement system for which they are qualified. Contributions to the Retirement system will be made on a pre-tax basis. Each employee will be covered by the federal Social Security Act.

## **ARTICLE 14 INSURANCE BENEFITS**

- 14.1 Medical Insurance** – The City will make medical insurance coverage available to employees and their dependents, as follows or another plan of equivalent or better coverage:

AWC's HealthFirst 250 Plan

Kaiser Permanente \$20 Co-Pay Plan

**14.2 Insurance Premium Payments** – Payment of insurance premiums will be made as follows:

**14.2.1.** Employees will be required to pay the following contributions towards the monthly premiums for medical coverage:

Employee only coverage:	Employee	0%	City	100%
Dependents coverage:	Employee	20%	City	80%

Regular part-time employees shall be entitled to a pro-rated contribution for medical insurance coverage by the City as follows:

Hours worked per week	City Contribution
Less than 20 hours per week	None
An average of at least 20 hrs. but < 32 hrs./week	75%
An average of at least 32 hrs. and up	100%

Employees are required to work at least eighty (80) hours in their final month of employment to be eligible for medical and dental benefits.

If the City and full-time employees mutually agree to temporary furloughs or temporary reduction in hours that would bring the employee’s hours below 32 per week, these employees would be considered full-time (working above 32 hours per week) in regards to this article.

**14.2.2** Dependents of employees in Domestic partnerships that have filed their status with the State as required by law and have met the minimum affidavit requirements are eligible for coverage.

**14.2.3** **STIPEND IN LIEU OF MEDICAL COVERAGE** - An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of creditable coverage through his/her spouse or other source shall be entitled to receive a monthly stipend as follow:

Employee Only	\$250.00
Employee & Spouse	\$300.00
Employee, Spouse & 1 Dependent	\$350.00
Employee, Spouse & 2 Dependents	\$400.00
Employee & 1 Dependent	\$300.00
Employee & 2 Dependents	\$350.00

Employees are required to work at least eighty (80) hours in their final month of employment to be eligible for the medical stipend.

Paid per pay period as permitted and subject to all State and Federal laws and restrictions. Employees shall be required to notify Human Resources, in writing, during open enrollment, of their desire to waive medical coverage, or at any time during the year if a qualifying event occurs which would change their status (e.g., marriage, divorce, spouse loss of job or medical coverage). Since both Regence HealthFirst 250 Plan and Kaiser underwriting requirements require a 75% participation rate, in the event that there is less

than a 75% participation rate due to employees waiving medical coverage, the City may cease offering the stipend due to the adverse impact upon those insured.

- 14.3 **Dental Insurance** – The City will provide the same benefit levels as are contained in the Washington Dental Service Plan F dental program for employees and their dependents and provide for full payment of insurance premiums.
- 14.4 **Insurance Benefits Committee** - The Insurance Benefits Committee will be comprised of the following members: Mayor or designee, Human Resources Manager or designee, Financial Services Director or designee, one employee selected by the non-represented management and professional employees, and one individual selected by each of the recognized unions. The committee will elect a chair and any other officers it deems appropriate and shall meet annually.
- 14.5 **Changes in Law** - In the event changes in state or federal law create an impact on the present health and welfare premiums or plans, the parties will reopen negotiations on such subject.
- 14.6 **Vision Insurance** – The City will pay the premium for the Washington Teamsters Welfare Trust Vision Plan for all bargaining unit employees employed in the previous month. It shall be the responsibility of the employee to ensure that the required paperwork is completed in a timely manner in order to enroll themselves and/or dependents.
- 14.7 **Dependent Coverage for Extended LWOP** - If an employee is out on Leave Without Pay in excess of 10 consecutive working days, unless such leave qualifies for FMLA and/or L & I covered illnesses or injuries, they may be responsible for both the City’s and employee’s portion of dependent coverage premiums.

If an employee is out on Leave Without Pay in excess of twenty five (25) consecutive calendar days, unless such leave qualifies for FMLA and/or L & I covered illnesses or injuries, they will be responsible for both the City’s and employee’s portion of the employee and dependent coverage premiums.

- 14.8 **Health Reimbursement Arrangement/Voluntary Employees’ Beneficiary Association (HRA/VEBA)** – Union members, as a group, may vote to make contributions via payroll deduction to their HRA/VEBA account. The amount of the HRA/VEBA contribution may be adjusted by a majority vote of the Union members, no more than once per year, and with appropriate notice to the City. If the Union members vote to participate in an HRA/VEBA program, the City will establish a Standard HRA/VEBA plan and/or a Post-separation HRA/VEBA plan for each employee who is eligible. Any associated fees will be paid for by the employees.

**ARTICLE 15 WORK RELATED EXPENSES**

- 15.1 **Uniforms** – The City will provide new and replacement uniforms for each employee in the department whenever the Department Director/Division Manager determines it is in the best interest of the City. The characteristics of the uniform and what will constitute the uniform shall be at the sole discretion of the Department Head or designee.
  - 15.1.1 Employees furnished uniforms shall be required to wear their uniform when performing work and required by the department.
  - 15.1.2 Standard uniforms provided by the City through uniform service contracts; i.e., shirts, pants and jackets, will be maintained by the City at City expense. All other uniform apparel such

as polo shirts, tee shirts, etc., purchased by the City shall be maintained by the employee at the employee's expense.

**15.1.3** Employees are expected to take reasonable care of their uniforms. Employees shall notify their supervisor when uniforms are in need of replacement and/or repair.

**15.1.4** City uniforms shall not to be worn during non-work hours or to non-work locations, except for incidental stops to or from work and meal periods.

**15.1.5** While in uniform, employees shall not publicly drink intoxicating liquor, be publicly intoxicated or under the influence of a controlled substance.

**15.1.6** The City shall reimburse employees, up to a maximum of \$150.00 per year, for OSHA approved prescription safety glasses or for prescription welding hood lenses when necessary (due to glasses being damaged or prescription changes).

**15.2** **Cleaning Allowance** - The cleaning allowance for Warrant Officers shall be \$350.00, which shall be paid in the pay period ending January 15th. Should an employee separate from City employment during the year, a pro-rated reimbursement to the City for the cleaning allowance shall be withheld from the employee's final paycheck based on the number of months left in the calendar year.

**15.3** **Uniforms** - The City will provide five (5) uniforms to Warrant Officers and Probation Officer(s). Warrant Officers will be reimbursed up to \$275 dollars to replace worn out tactical boots. This reimbursement is on an as needed basis, but no more than annually.

**15.4** **Tool Allowance** - Vehicle Maintenance:

**15.4.1** The City will provide an annual tool allowance per mechanic to buy more efficient tools or to replace lost, broken, or stolen tools as follows:

In the amount of \$700.00. All large tools purchased by the city under article 15.4.4 and 15.4.6 are property of the City and shall only be used for City related business

**15.4.2** Payment of the tool allowance will be made in the pay period ending January 15th.

**15.4.3** Should an employee separate from City employment during the year, a pro-rated reimbursement to the City for the tool allowance shall be withheld from the employee's final paycheck, based upon the number of months left in the calendar year.

Example: Employee receives \$700.00 tool allowance in January and then separates from employment in May. Employee would be required to reimburse the City in the amount of \$408.33 (\$700.00 divided by 12 = \$58.33 /month x 7 months {June through December}).

**15.4.4** The City will purchase all specialty or new tools that are required to perform the job because of changing technology or City equipment.

**15.4.5** Replacement of tools lost or stolen on City property or while performing City business will be replaced in accordance with City Policy #5-20-05.

**15.4.6** All special and heavy duty tools, power tools, and tools larger than one-half (1/2) inch drive will be furnished and maintained by the City. The City will service and repair all employee owned pneumatic and calibrated tools.

**15.5** **Safety Shoes** – The City will reimburse employees up to a maximum of \$275.00 for the cost of one pair of WISHA approved safety or caked shoes/boots, when the Department/Division has determined that they are needed or require replacement. This reimbursement is on an as needed basis, but no more than every 12 months. Probationary employees are eligible for reimbursement. This includes inspectors, Probation Officers and Evidence Technicians. Administrative staff are not eligible for safety shoes unless they are required to work in the field on sites that require safety shoes.

**15.6** **CDL License & CDL Physical** – When a Commercial Driver’s license (CDL) is required for a position by the City, the City will only pay for the cost of the CDL endorsement and required physical examination when making initial application and upon any required renewal.

**15.6.1** Employees will use the City’s contracted physician or clinic for CDL exams, or they will only be eligible to be reimbursed up to the amount the City would have paid.

**15.6.2** CDL Training – When the City pays the cost of CDL training and testing for an employee, the employee will be responsible for reimbursing the City 100% of the training and testing costs if they leave employment within one year of obtaining their CDL endorsement. If the employee leaves within two years of obtaining the endorsement they will be required to reimburse the City 50% of the training and testing costs. An employee who fails to obtain a CDL may be terminated (see Article 15.9).

**15.7** **License/Certification Differential Pay** -Employees who are required by the City to have a Washington State certification or license above the minimum certification level set forth below will receive fifty dollars (\$50.00) per month for each current certificate above the established minimum. Certifications obtained outside of the certification series identified for the division or work group will be considered only when such certification benefits the City as determined by the Director of Public Works & Utilities. Any certification beyond one level above the certification required for the employee to do his/her job will not result in any additional \$50 license differential. This provision shall not apply to employees who are currently receiving multiple license differentials as of 12/31/08; however, keeping licensing current shall be the responsibility of the employee, and should any certification lapse, any differential for such license shall no longer apply.

**15.7.1 WWTP (WWTP Operator Certification Series)**

WWTP Operator I- WWTPO Group II Plant

WWTP Operator II – WWTPO Group III Plant

WWTP Lab Technician - WWTPO Group II Plant

WWTP Operations Supervisor - WWTPO Group III Plant

**15.7.2 Water Operations (Water Distribution Certification Series)**

Water Operator - Water Distribution Manager I

Water Operator Sr. - Water Distribution Manager II

Water Operator Lead - Water Distribution Manager II

Water Operations Supervisor - Water Distribution Manager III

*Environmental Technician and Water Resources Assistant (Water Distribution, WWTP Operator, or Sewer Collection Certification Series) Level II Certification in any Series. Differential pay is allowed for certifications above Level II for one series only.*

**15.7.3 Water Maintenance (Water Distribution Certification Series)**

Water Distribution Supervisor - Water Distribution Manager III

**15.7.4 Cross Connection Control Specialist (Cross Connection Control and Backflow Assembly Tester Certification Series)**

Cross Connection Control Specialist I

**15.7.5 Storm/Sewer Maintenance (Sewer Collection System Certification Series)**

Utility Service Specialist Supervisor - Sewer Collection System Level III

**15.7.6 Automotive Maintenance Technicians (Automotive Service Excellence Certification Series)**

One ASE Master Certification - Automotive, Heavy Equipment, or Emergency Vehicle Technician. **Differential pay is allowed for each additional Master Certification**

**15.7.7 Electronics (International Municipal Signal Association - Traffic Signal Certification Series)**

Electronics Technician - IMSA Level II - Traffic Signal

**15.7.8 Traffic Maintenance (International Municipal Signal Association - Signs and Markings Certification Series)**

Sign Shop Service Specialist Supervisor - IMSA Level III - Signs and Markings

**15.7.9 Engineering (Professional Engineer and Land Surveyor). There is no Certification Pay allowed for EIT or LSIT Certifications.**

Engineer I - Engineer-In-Training Certification **or Land Surveyor-in-Training Certification**

Engineer II - Engineer-In-Training Certification

Engineer III - Professional Engineer

**15.8 Maintenance of Certifications** — The City will reimburse an employee for the actual costs of obtaining and maintaining a professional or work related certification including a CDL license, which is required by the City or has been required as a condition of working in a particular classification.

**15.9 Failure to Maintain/Obtain Required Certifications** – Employees who fail a test for a required certification or license shall be allowed to take the test again on paid work time and at the Employer’s expense as long as the second attempt occurs within six (6) months of the initial failure. If the test for the certification or license is not available in six (6) months, then the employee may take the test as soon as it becomes available. If the employee fails the test a second time, the employee may, upon written approval from the employee’s department director, take the test a third time on paid work time, but the test fee will be at the employee’s expense. Any additional attempts must be approved in writing by the employee’s department director and will be made on the employee’s own time (which may include vacation or compensatory time at the employee’s request) and at the employee’s expense. Employees must successfully obtain any required certification or license within the time frame specified in their position’s job description or offer letter. All test scheduling, regardless of attempt, must be coordinated with and approved by the employee’s supervisor when the test occurs during the employee’s work hours in order to ensure a minimal impact to employer operations. If an employee fails to obtain or maintain a certification required in order to perform the essential duties and functions of their position, they shall be terminated, unless the employee can demonstrate that they were not permitted by the City to attend the required training and instead required to work. In the case of a CDL license, an employee may be terminated.

**15.10 Meal Expense** – The City will reimburse an employee up to fifteen dollars (\$15.00) dollars per meal for meal expenses when the employee is required to work during a bona fide emergency situation after completing their regular workday, provided that the employee works at least three (3) additional hours during a twenty-four (24) hour period. To receive reimbursement for meal expense, the employee will submit an appropriate expense claim form and original receipt.

**15.11 Travel Authorization and Expense Reimbursement** – Travel authorization and expense reimbursement shall be pursuant to Chapter 2.74, Travel Authorization and Expense Reimbursement, of the Bremerton Municipal Code.

**ARTICLE 16 SUBCONTRACTING WORK**

**16.1** The City of Bremerton and the Union will agree that conditions surrounding decisions to subcontract work normally performed by non-uniformed employees are subject to the following: The City will provide a minimum of thirty (30) days advance notice of its intention to subcontract out work and bargain the impact of such proposed subcontracting. In the event the City enters into a contract, depending on the needs of the City at that time, the City shall have the option to either keep those affected employees employed in any job classification for which they are qualified, at their current rate of pay, or to pay them under the following conditions: Either one (1) week of severance pay or continued employment for each completed year of regular employment with the City, up to a maximum of 16 weeks. Employees will be cashed out of all vacation leave accrued as provided by current agreement. Pay out for Sick leave accrual will be granted only to those employees who are within five (5) years of earliest retirement under (PERS), and then at a maximum not to exceed seventeen and one-half percent (17.5%) of their existing balance. Those affected employees will also be placed on a Layoff Register pursuant to Article 36 Layoff/Recall.

**ARTICLE 17 EMPLOYEES STILL COVERED BY CIVIL SERVICE**

**17.1** Police and Fire Department non-sworn employees covered by this collective bargaining agreement retain their Civil Service rights pursuant to State law.

## **ARTICLE 18 DRUG FREE WORKPLACE**

- 18.1** The maintenance of a drug-free workplace is essential to the safety and welfare of City employees. The following provisions will apply to employees covered by this agreement:
- 18.2** **Controlled Substances** -
- 18.2.1** The unlawful manufacturing, distributing, dispensing, possessing or using of a controlled substance or alcohol in the workplace is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited.
- 18.2.2** As a condition of employment, all employees must notify their Department Director/Division Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.
- 18.3** **Prescription or Over-the-Counter Drug Use** – The use of prescription and over-the-counter drugs which compromise safety in the workplace, or the quality of the employee's work product is prohibited.
- 18.4** **Employee Sanctions** – It is the responsibility of every employee to be aware of the above provisions and to abide by them. Failure to observe these provisions could result in immediate disciplinary action against the employee, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitation program.
- 18.5** **Drug Abuse Education Program** – The City will utilize all available City resources, such as the Police Department, to educate employees as to the dangers of drug abuse.
- 18.6** **Confidentiality** – The confidentiality of all complaints and reported violations of the provisions of this policy will be strictly maintained, except as required by public disclosure laws or court orders.
- 18.7** The parties have agreed to the City of Bremerton Human Resources Policy 3-20-03 “Drug and Alcohol Policy” for employees required to have a Commercial Driver’s License, with an effective date of January 1, 1996. The parties agree that the City of Bremerton Human Resources Policy 3-20-05 Drug and Alcohol Policy” will apply to employees not required to have a CDL, however, they will not be subject to random testing.

## **ARTICLE 19 BUS PASSES**

- 19.1** The City will provide Kitsap Transit bus passes to employees working in the downtown core who request bus passes. To be eligible to receive such passes, the employee must ride the bus to and from work an average of three (3) times a week. The City will establish procedures for the issuance of bus passes to employees. It shall be understood that an employee issued a bus pass is not eligible to receive free downtown parking.

## **ARTICLE 20 MANAGEMENT RIGHTS**

- 20.1** The Union recognizes that the City has the responsibility and authority to advance to the fullest extent possible the economy of operation of the City and to protect the primary interests of the citizens of the City. The Union recognizes the prerogative and responsibility of the City to operate and manage its affairs in all respects in accordance with its lawful authority whether heretofore or hereafter exercised and regardless of the frequency or infrequency of the exercise of such rights.

- 20.2** The management of the City, and the direction of the City’s working forces, including the right to hire, suspend or discharge employees for just cause (newly hired probationary employees without cause), promote employees, demote employees for just cause, to assign jobs, to transfer employees within the bargaining unit, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules of operation and the methods, process and means of operation or handling are vested exclusively in the City unless such authority or right is abridged, delegated, or modified by this Agreement.
- 20.3** The City shall have the right to determine reasonable schedules of work (part-time, eight, nine or ten hours shifts) and to establish the methods and processes by which such work is performed including the right to establish employee evaluation processes and standards of performance and to maintain order and efficiency through the establishment and enforcement of rules regarding safety, security, and conduct. The City shall have the right to designate or make changes regarding the location of its offices, facilities, places of business, and the equipment and machinery to be utilized or to make technological changes with respect thereto.

**ARTICLE 21 WORK STOPPAGES**

**21.1 STRIKES/LOCKOUTS PROHIBITED-** The City 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. Accordingly, it will be a violation of this Agreement for the City to cause a lockout of its employees or for the Union to call, encourage, or participate in any strike, sympathy strike, slowdown, or other work stoppage. Employees engaging in any of the aforementioned activities will be subject to disciplinary action.

**ARTICLE 22 GRIEVANCE PROCEDURE**

**22.1 Definitions:**

**22.1.1 Grievance** – A grievance is an alleged contract violation, question, or challenge raised by a bargaining unit employee or the Union as to the correct interpretation or application of this Agreement by the City. Such allegation, question, or challenge is to be resolved through this Grievance Procedure.

**22.1.2 Disciplinary Appeals** – Bargaining unit employees who have been suspended, demoted or terminated may appeal their discipline either through the grievance procedure or to the Appeals Board (Civil Service Commission), but not both.

**22.2 Step 1** – An employee or Union representative who believes that a question exists as to the correct interpretation or application of this agreement will first discuss the action giving rise to the belief with the immediate supervisor involved within thirty (30) calendar days of the date the action took place or within thirty (30) calendar days of the date upon which the employee could reasonably have been expected to know of such action. The employee will have the right to be assisted by an authorized Union representative during this discussion if they request one. For payroll errors, the time limit shall be six (6) months from the date the action took place or within six (6) months of the date upon which the employee could reasonably have been expected to know of such action.

**22.3 Step 2** – In the event that the immediate supervisor does not resolve the grievance to the satisfaction of the employee or the Union within a period of fourteen (14) calendar days at Step 1 of this procedure, the employee or the Union Representative will reduce the grievance to writing and will state: the

section (or sections) of this agreement which is alleged to have been interpreted or applied incorrectly; an explanation of the grievance in detail, including dates, actions and such other information needed to understand the facts and circumstances giving rise to the grievance; and the remedy sought. The employee will have the right to be assisted by an authorized Union representative in reducing their grievance to writing. The employee or Union representative will present the written grievance to the employee's Department Director within fourteen (14) calendar days of the date the employee received the immediate supervisor's response. The Department Director will meet with the employee and/or the employee's Union Representative within fourteen (14) calendar days after receipt of the written grievance for the purpose of considering the matter. The Department Director will reduce their decision to writing and will transmit the decision to the employee and the Union representative within fourteen (14) calendar days of meeting with the employee and/or the Union representative.

**22.4** **Step 3** – In the event that the Department Director does not resolve the grievance to the satisfaction of the employee or the Union representative at Step 2 of this procedure, the employee or the Union representative will transmit a copy of the original grievance along with a copy of the Department Director's written response to the Human Resources Manager within fourteen (14) calendar days of receipt of the Department Director's written response. The Human Resources Manager will consider the grievance and may convene a meeting. The Human Resources Manager will reduce their decision to writing within fourteen (14) calendar days of receipt of the grievance and transmit the decision to the Union.

**22.5** **Step 4** – In the event that the Human Resources Manager does not resolve the grievance at Step 3 of this procedure, the Union may request arbitration of the issue by written notification to the Human Resources Manager within thirty (30) calendar days of the Step 3 response. Immediately thereafter, the parties will petition the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators who are residents of the Northwest (Washington, Oregon, and Idaho).

**22.6** **Powers and Duties of the Arbitrator** – It will be the duty of the arbitrator to conduct a hearing on the issue or issues submitted by the parties for decision. The hearing will be kept informal and private. The arbitrator will interpret the provisions of this agreement as they apply to the issue or issues submitted for decision and will not add to, subtract from nor in any way otherwise alter nor recommend the alteration of the terms and conditions of the agreement in deciding the matter. As soon as is practicable after conducting the hearing, the arbitrator will render a written decision which will be binding upon the parties.

**22.7** **Costs of Arbitration** – The expenses of the neutral arbitrator will be borne equally by the parties. Each party will singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses and attorneys. In the event the parties mutually desire a record of the proceedings, the cost of obtaining such record shall be borne equally by both parties.

**22.8** **Time Limits** – Time limits established in this procedure will be strictly adhered to but may be waived by mutual written agreement of the Union and the City. All procedures contained herein will be complied with as expeditiously as practicable.

**ARTICLE 23 SEVERABILITY**

In the event that any provision of this Agreement is 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 pending a final determination as to its validity, the remaining provisions of this Agreement will not be held invalid and will remain in full force and effect. The Union and the City will immediately meet and attempt to renegotiate any provision found invalid.

## ARTICLE 24 ENTIRE AGREEMENT

The Union and the City acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the City and the Union 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 covered by the Articles of this Agreement during the term of this Agreement, except as mutually agreed upon.

## ARTICLE 25 CONFLICTING PROVISIONS

In the event that any provision of this Agreement is found to be in conflict with any other Resolution, Ordinance, Policy, Regulation or Rule of the City, the provision of this agreement will prevail.

## ARTICLE 26 LABOR MANAGEMENT COMMITTEE

**26.1 Labor Management**— The City and the Union agree that a need exists for closer cooperation between labor and management. To accomplish this objective, the Employer and the Union agree that no more than five (5) duly authorized representatives of the Union will function as one-half (1/2) of a Labor-Management Committee, the other half being no more than five (5) certain representatives of the City named for that purpose. The Committee will meet as necessary for the purpose of discussing and facilitating the resolution of all problems, which may arise between the parties. The City will provide a draft of the minutes of the meeting to the Union’s Committee members within (2) two weeks of the meeting. The Committee will be chaired by a member elected by the Committee.

**26.2 Amendments to Agreement** - Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, policies or rules, such change will be set forth in writing.

## ARTICLE 27 JOB SHARING

**27.1 Job Sharing** - The parties consider job sharing as a potential viable alternative to full-time employment. Jobs may be shared on an hourly, or daily basis.

**27.2 Job Sharing Leave** - All leave for job-sharing employees will be provided on a pro-rated basis. Insurance benefits premium costs will be determined on a case by case basis; however, the total cost to the City cannot exceed the cost for a full-time employee.

**27.3 Job Sharing Agreement** - Job sharing may only be done by mutual agreement of the employees affected and Department Director or designee. Vacant full-time positions may be announced as “Job Sharing” only if agreed to by the City and Union.

**27.4 Hours Worked** - All time worked by an employee above the base scheduled hours for the position will be considered overtime, provided, however, that the combined paid hours for the position exceed forty (40) in the work week.

**27.5 Required Sign-off** - Job sharing employees must sign a “Job Sharing Contract” acknowledging their acceptance of appropriate conditions including the following:

**27.5.1 Agreement Termination by Employees** - Either job sharing employee may request terminating the contract and returning to full-time employment. Accommodation of this request shall be subject to the availability of a vacant position. The remaining employee

may be required to work full-time until another “job sharing” employee can be found, and is approved by the Department Director or designee.

**27.5.2 Absence of Employee** - Job sharing employees agree to work full-time during the absence of the other employee, when requested.

**27.5.3 Employee Status** - Regular status for employees “job sharing” will be achieved upon successful completion of hours worked equivalent to the duration of the probationary period for the classification.

**27.5.4 Step Increases** - Step increases for “job sharing” employees shall be granted in the same manner as full-time employees on an equivalent basis.

**27.5.5 Other Conditions** - Other conditions as may be considered necessary by the Department Director or designee may be made part of the job sharing contract. Provided, however, that they do not alter any terms of this Labor Agreement.

**27.5.6 Agreement Termination by Department** - The job sharing contract may be terminated at the discretion of the Department Director or designee.

**27.6 Work Schedule/Insurance Benefits** - The negotiated job sharing contract will indicate the base schedule to be worked by each employee and the distribution of insurance benefits premium costs.

## **ARTICLE 28      TEMPORARY ASSIGNMENT AND SPECIAL ASSIGNMENT**

**28.1 Temporary Assignment** - An employee covered by this Agreement may be temporarily assigned the duties and responsibilities of a position which has a higher pay classification than their regularly assigned classification in which the incumbent employee is absent due to an extended illness, leave of absence or other extenuating circumstances, An employee who is temporarily assigned to such a position shall be compensated at five percent (5%) above his/her current base pay rate plus longevity if applicable, or the first step of the higher pay rate, whichever is greater. In no case shall an employee be paid more than the top pay step of the higher classification or serve in a temporary assignment for more than one (1) year. A temporary assignment may be extended one (1) time, on a case-by-case basis, for up to a maximum of six (6) months at the discretion of the Department Director. Such extension shall require the concurrence of the Human Resources Manager and the Union. It shall be understood that compensation at the higher pay rate shall be effective after the completion of three (3) working days in the temporary assignment, unless there is at least two (2) weeks’ written notice of the temporary assignment. The first three (3) working days of the temporary assignment shall be paid at the employee’s regular base rate of pay plus longevity, if applicable, unless there is at least two weeks’ written notice of the temporary assignment (in which case the employee will receive temporary assignment pay for the first three working days). Temporary Assignment will not affect an employee’s anniversary date for step advancement purposes.

**28.2 Special Assignment** – An employee covered by this agreement may be placed in a special assignment, rather than being permanently reclassified to a higher level to allow for employee rotation, to enhance upward mobility, or for special projects for a period of one (1) calendar year or less. A Special Assignment may be extended one (1) time, on a case-by-case basis, for up to a maximum of six (6) months at the discretion of the Department Director. Such extension shall require the concurrence of the Human Resources Manager and the Union. Special Assignments shall not to be used for staffing shortages. Compensation for Special Assignments may be granted

up to a maximum of ten percent 10% above what the current base rate of pay plus longevity if applicable is for the employee and requires the approval of the Human Resources Manager. Special Assignment will not affect an employee's anniversary date for step advancement purposes.

**ARTICLE 29 WASTEWATER TREATMENT PLANT – EMPLOYEES**

- 29.1 Any certifications beyond one (1) level above the certification required for the employee to perform his/her job will not result in any additional \$50 license differential for 29.2, 29.3 and 29.4 below. This provision shall not apply to employees who are currently receiving multiple license differential amounts as of 12/31/08; however, keeping licensing current shall be the responsibility of the employee, and should any license lapse, any differential for such license shall no longer apply.
- 29.2 **WWTP Operator I License Differential** – WWTP Operator I employees that are required by the employer and/or choose to have a Washington State Operator's License above Group II will receive Fifty Dollars (\$50.00) per month for each current certificate above Group II.
- 29.3 **WWTP Operator II License Differential** – WWTP Operator II's that are required by the employer to have a Washington State Operator's License above a Group III, will receive Fifty Dollars (\$50.00) per month for each certificate above Group III.
- 29.4 **WWTP Operations Supervisor License Differential** – WWTP Operation Supervisor's that have a Washington State Operator's license above Group III, will receive Fifty Dollars (\$50.00) per month for each certification above Group III.
- 29.5 **WWTP Operator-in-Charge Differential** - When the employer designates a WWTP Operator-in-Charge for a minimum of one full shift, they will receive a five (5%) percent differential applied to their base hourly pay for each shift so assigned.
- 29.6 **WWTP Industrial Mechanic-in-Charge Differential** - When the employer designates a WWTP Industrial Mechanic-in-Charge for a minimum of one full shift, they will receive a five (5%) percent differential applied to their base hourly pay rate plus longevity if applicable, for each shift so assigned.

**ARTICLE 30 TRAINEE POSITIONS**

- 30.1 **WWTP Operator Trainee Training Period** – Upon successful completion of the training period the WWTP Operator Trainee shall be reclassified as a WWTP Operator. The training period shall be not less than six (6) months and no more than twenty-four (24) months, contingent upon when employee obtains the required license.
- 30.2 **WWTP Industrial Mechanic Trainee** - Upon successful completion of the training period the WWTP Industrial Mechanic Trainee shall be reclassified as WWTP Industrial Mechanic. The training period shall be not less than six (6) months and no more than eighteen (18) months, contingent upon when the employee has obtained the knowledge, skills and abilities to be able to perform the essential functions with limited supervision.
- 30.3 **Utilities Service Specialist Trainee** – Upon successful completion of the training period the Utilities Service Specialist Trainee shall be reclassified as a Utilities Service Specialist. The training period shall be not less than six (6) months and no more than eighteen (18) months, contingent upon when employee obtains the required license.

**30.4** Trainee Positions (Any Regular Position) – The Employer retains the right to hire employees into trainee positions for any regular position when an applicant does not meet all the minimum qualifications for the regular position. Trainees are required to become sufficiently proficient in the performance of the essential functions of the regular position with limited supervision within a minimum training period of six (6) and a maximum of twenty-four (24) months from entry into the position. If at the end of the trainee period, incumbents are not able to perform the essential functions with limited supervision, they shall be removed from the position in accordance with Article 30.5. Employees who are successful in completing the training period will automatically be promoted to the regular position without testing. During the training period employees will be paid two pay grades below the regular position. The length of the trainee periods will be defined in the trainee job description for each position.

**30.5** **Failure to Successfully Complete Training Period.** – If between six (6) and twenty-four (24) months (as established by the trainee job description) employee does not qualify to advance to the non-trainee position they will be returned to the class they previously held, provided they held such class in a non-probationary status.

Employees who did not previously hold a bargaining unit position are considered to be in a probationary status during the entire training period.

#### **ARTICLE 31 TEAMSTERS SUPPLEMENTAL PENSION PLAN**

The City agrees to allow the bargaining unit employees the opportunity to voluntarily participate in the Teamsters Supplemental Pension Plan. It shall be understood that participation in this plan shall be strictly voluntary and that 100% of the cost of participation shall be the sole responsibility of the employee.

#### **ARTICLE 32 DOWNTOWN PARKING**

The City shall provide free parking for all bargaining unit members who are assigned to work on a regular basis in the downtown area.

#### **ARTICLE 33 AUTOMATIC PROMOTION FROM PLANNER I TO PLANNER II AFTER THREE (3) YEARS**

Employees hired as Planner I who successfully complete three (3) years of employment with the City as a Planner I, upon reaching their third (3<sup>rd</sup>) year anniversary date, will be automatically promoted to Planner II without testing as long as his/her 3<sup>rd</sup> year annual evaluation reflects a “Meets Expectations” or higher rating. If a Planner fails to receive their 3<sup>rd</sup> year annual evaluation in a timely manner, it shall be assumed that their performance “Meets Expectations” and they will be promoted to Planner II. This does not preclude the City from promoting a Planner I to a Planner II position through the normal promotional testing process prior to reaching his/her 3<sup>rd</sup> year anniversary.

#### **ARTICLE 34 DISCIPLINE**

**34.1** **Coordination of Discipline** - Prior to the imposition of any discipline or discharge of a regular employee, the Department will coordinate the action contemplated with the Human Resources Manager and City Attorney’s office to ensure that the proper procedures are followed.

**34.2** **“Just Cause” Discipline** - Discipline shall be imposed for **just cause**.

**34.3 Types of Discipline** - The Department Director or Division Manager (except for termination of employment which can only be imposed by the Department Director) may administer the following types of discipline provided, however, the following list shall not be construed to set forth any necessary sequence of progressive discipline and does not limit alternative methods/forms of discipline:

**34.3.1** Written reprimand.

**34.3.2** Suspension without pay not to exceed thirty (30) days.

**34.3.3** An alternative for suspension without pay may be a:

- a. Reduction in Step for a specified period of time, not to exceed an amount equivalent to five (5) days suspension.
- b. Reduction of accrued vacation leave by a specific number of hours, not to exceed five (5) days suspension.

**34.3.4 Demotion**

- a. Demotion of a regular employee to a lower position for just cause may be made by the Department Director or Division Manager. If it is proposed that the employee be transferred to another department, the receiving Department Director must give approval.
- b. A regular employee so demoted shall lose all rights to a position in the higher class, and shall not, in the event of a layoff or reduction, be placed on a layoff reinstatement register for the higher class.
- c. A demoted employee's rate of pay shall be reduced by 10%. If an employee's pay rate after the 10% reduction is greater than the top step of the position to which they were demoted, then his/her pay rate will be frozen until such time that the top step catches up to his/her frozen pay rate.

**EXAMPLE:** An Office Assistant Senior is demoted to an Office Assistant III (OA III). As an Office Assistant Senior (OA Sr.), the employee's rate of pay was \$23.06. When demoted to OA III, the employee's rate of pay is reduced by 10% to \$21.32, which exceeds the top step of \$20.69 in the OA III pay band. The employee will remain at \$21.32 until such time as the top step of OA III exceeds that hourly rate.

**34.3.5 Termination.**

#### **34.4 PRE-DISCIPLINARY HEARING**

**34.4.1** Prior to imposition of any discipline above a Written Reprimand, a pre-disciplinary hearing shall be held within ten (10) working days from the date the employee was advised of the proposed discipline to be taken. The regular employee shall be given an opportunity to respond to the charges, orally and/or in writing, as to why the department's proposed action should not be taken, and the date and time of the pre-disciplinary hearing.

**34.4.2** The Department Director/Division Manager (as applicable) shall conduct the hearing. The employee may have legal counsel and/or a Union representative present at the pre-disciplinary hearing. The employee does not have the right to confront or cross examine witnesses of the City; however, they may ask questions at the discretion of the Department Director/Division Manager.

**34.4.3** The Department Director/Division Manager shall present an explanation of the evidence at the pre-disciplinary hearing, which shall be sufficient to apprise the employee of the basis for the proposed action.

**34.4.4** Within ten (10) working days of the hearing, the Department Director/Division Manager shall advise the employee, in writing, of the outcome of the pre-disciplinary hearing, and the discipline to be imposed.

#### **34.5 DISCIPLINARY APPEALS**

**34.5.1** Employees who have been demoted or whose employment has been suspended or terminated may appeal either through the grievance procedure or to the Appeals Board (Civil Service Commission), but not both. Appeals to the Appeals Board must be received within ten calendar (10) days of receipt of the notice of discipline.

**34.5.2** If an employee elects to use the grievance procedure for their appeal, it will begin at Step 3 of the grievance procedure.

**34.5.3** An employee who is issued a Written Reprimand shall be given the opportunity to have a letter of rebuttal attached to the charging document in response to the discipline taken. Such letter shall be filed with Human Resources within fourteen (14) calendar days of issuance of the discipline.

**34.6** Employees who are terminated for just cause are not eligible to apply for positions with the City for three (3) years from the date of termination.

#### **ARTICLE 35 SENIORITY**

Seniority shall be determined based upon years of continuous service within the bargaining unit. However, all seniority shall be lost after twenty-four (24) months in layoff status, or upon leaving the bargaining unit for any other reason (e.g. resignation, termination or acceptance of a non-bargaining unit position). If a City employee is laid off and hired back into a bargaining unit position within twenty-four (24) calendar months of layoff, then that employee shall have all previously earned bargaining unit seniority restored.

#### **ARTICLE 36 LAYOFFS/RECALLS**

**36.1** **Reductions in Force (R.I.F.)** Should the City decide to reduce the work force, layoffs shall be made as follows:

**36.1.1** By Classification and by Division.

**36.1.2** By Seniority: The City will provide at least thirty (30) days' notice to the affected employees. The affected employees shall be the least senior employees in that classification within the division. Any temporary/probationary employee in that classification will be laid off prior to any regular employee being laid off.

**36.1.3** In the event two (2) employees in the same classification have the same seniority date, seniority will be determined by going back to the original hiring register from which they were hired, and the employee with the highest overall score shall be considered to have the higher seniority.

**36.2** **Layoff Procedure** - Employees who received R.I.F. notices and were not placed in positions pursuant to this Collective Bargaining Agreement shall receive notice of layoff twenty (20) working days prior to the effective date of the layoff.

**36.2.1** All temporary employees performing similar duties as employees in the same layoff classification shall be separated from employment first.

**36.2.2** All probationary employees in the same layoff classification shall be laid off next.

**36.3** **Bumping Options Of Employees Affected By Reduction In Force** - Employees receiving R.I.F. notices shall be offered the option(s) below (in the order presented) that is available to them and must accept it or be laid off. The employee will be given reasonable time to consider these options. The options are:

**36.3.1** A transfer to a vacant position within the same **city-wide** classification (e.g. Office Assistant Senior) and with no reduction in pay.

**36.3.2** The right to bump the least senior occupant in the same citywide classification

**36.3.3** A transfer to a vacant position in the same or lesser pay grade for which the employee meets the minimum requirements and can obtain the necessary certification(s) within six (6) months. (Must follow the examination procedures set forth in 36.4 below.)

**36.3.4** The right to bump the least senior occupant in a classification in the same pay range in the department, whether or not the employee holds previous status, provided they meet the minimum qualifications, has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period (up to 45 calendar days). (Must follow the examination procedures set forth in 36.4 below.)

**36.3.5** The right to bump the least senior occupant in a lower classification in the bargaining unit or division, whether or not the employee holds previous status, provided they meet the minimum qualifications and has greater seniority. (Must follow the examination procedures set forth in 36.4 below.)

**36.3.6** The right to bump the least senior occupant in a lower classification in the bargaining unit or division, which the employee has not transferred out or promoted out of, provided he/she meets the minimum qualifications and has greater seniority. (Must follow the examination procedures set forth in 36.4 below.)

**36.3.7** The right to bump the least senior occupant in a lower classification in a division that the employee had previously transferred or promoted out of provided the employee passed the probationary period for that position. Bumping into positions previously held shall be allowed without examination or a probationary period. Seniority for the purposes of this provision shall be that seniority credit the employee had at the time they transferred out of the position. The right to bump into a lower classification or equivalent if the job title has been changed since they transferred out of the position, but the job duties have remained essentially the same, shall terminate two (2) years after the transfer out of the bargaining unit.

- 36.4** Examination Process: Bumping permitted by sections 36.3.3 through 36.3.6 above to positions not previously held shall be made by examination as follows:
- 36.4 A.** Human Resources will provide a list of lower classifications from the applicable option (section 36.3.3 through 36.3.6) for which the employee has greater seniority.
  - 36.4 B.** The employee will choose two (2) classifications (if available) from the list of classifications provided which they feel that they are qualified for and submit an application and supplemental questionnaire for each position.
  - 36.4 C.** The application along with the completed supplemental questionnaire will be rated by a panel of three subject matter experts. The panel will include one qualified employee from the Teamsters Bargaining Unit. The panel will determine, based on the information submitted by the employee, whether or not the employee meets the minimum requirements of the position.
  - 36.4 D.** If the employee passes the rating process, they will be awarded the position. If awarded a position, a six (6) month probationary period shall be mandatory. Such probationary period shall only be based upon ability to perform the essential functions and duties of the position. If employee is not able to perform the essential functions and duties of the position, then they will be laid off and placed on the lay-off register.
  - 36.4 E.** If the employee is not awarded either of the two positions chosen, the employee will be laid off and placed on the layoff register.
- 36.5** In addition, an employee receiving a R.I.F. notice may apply for any currently available promotional opportunities, subject to meeting the minimum requirements for any position for which they are applying.
- 36.5.1** In the event there are no full-time positions available for regular employees who receive a RIF notice to bump into, they will be permitted to bump into part-time, temporary or seasonal positions for which they qualify.
  - 36.5.2** Probationary employees who receive a RIF notice will be permitted to bump into part-time, temporary or seasonal positions for which they qualify.
- 36.6** **Placement of Laid - off Employees on Layoff Register -** The names of regular employees and those employees covered under 35.5.2 above, who have been laid off shall be placed on a layoff register rated by seniority (the most senior by classification or division).
- 36.6.1** Layoff registers shall be maintained by the Human Resources Department in coordination with the Union.
  - 36.6.2** An employee's name shall remain on the register for 24 months from the date of layoff.
  - 36.6.3** An employee who has bumped to a lower position shall be reinstated to his/her former position, provided a vacancy occurs within the 24-month period and they meet the minimum requirements of the position.
  - 36.6.4** An employee's name shall be removed for any of the following reasons:

- 36.6.4.1 Inability to contact the employee by certified mail at the employee's last known address.
- 36.6.4.2 Rejection by the employee of an offer to return to a vacancy in the job classification or division held previous to layoff.
- 36.6.4.3 A written statement by the employee that they have no further interest in returning to City of Bremerton employment.

### 36.7 Recall From Layoff

36.7.1 Upon notification by the Human Resources Department that a vacancy exists, the affected department director shall contact the most senior candidate from the appropriate layoff register and offer them the position. If the most senior candidate rejects the position, then the next senior candidate shall be offered the position, and so on. The City shall notify the Union of any recalled employee.

36.7.2 In the event the appropriate register is exhausted, an employee on another layoff register shall be recalled to a classification vacancy, provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period of up to forty-five (45) calendar days, and provided the employee makes written application for the vacancy. In no event shall any employee be recalled into a classification higher than that from which they were laid off. Such employee shall be subject to a probationary period in the new position subject to section 35.8.6.1.

36.7.2.1 The Human Resources Department shall exhaust the appropriate lay off register before opening the position to new hires.

36.7.2.2 An employee recalled will be required to pass a physical exam, if required for the position, in order to determine if they are physically able to perform the essential functions and responsibilities of the position.

36.8 **Reinstatement** - An employee who is laid off may be reinstated to a vacancy within 24 months of layoff without competition. Such employees shall be credited with:

36.8.1 Seniority and step increase dates adjusted for the time laid off shall be subject to section 35.9.3.

36.8.2 The previous rate of sick leave and vacation accrual based on years of service as of the time of layoff;

36.8.3 Reinstatement of previous sick leave accrual balances.

36.8.4 Regular status only if reinstatement is to the same division from which layoff occurred and if regular status had been previously attained;

36.8.5 Benefits in accordance with any restrictions or waiting period imposed by plan documents (Medical/Dental/Life).

**36.8.6** Any employee who is reinstated from a layoff register to a classification or division **not** previously held shall be:

**36.8.6.1** Required to serve a three (3) month probationary period. A reinstated employee who fails to complete the probationary period shall be returned to the layoff register for the remainder of the 24 month period established by the date of the original layoff;

**36.8.6.2** Given new seniority and increment dates for pay purposes (i.e. longevity, annual step increases);

**36.8.6.3** Given the previous sick leave accrual balances.

**36.8.6.4** Given benefits in accordance with any restrictions or waiting period imposed by the plan documents. (Medical/Dental/Life).

### **36.9** Recall Notification

**36.9.1** Laid-off employees shall be carried by the City on a lay-off register for a period of 24 months, and shall be notified of any openings for which they are eligible. Eligible, for purposes of this Article, shall mean that the employee has previously held regular status in the classification and has not been demoted from the classification. No vacancies shall be posted, advertised or filled while there is an eligible employee on the lay-off list. An employee on the lay-off list may refuse to return to a lesser position than that from which they were laid-off without loss of all recall rights. An employee may not refuse to return to the classification from which they were laid off without loss of all recall rights.

**36.9.2** A recalled employee shall return on the date and time set by the City, which in no event shall be sooner than two (2) weeks from the time the employee was mailed a notice or recall to the last known address of the employee, unless by mutual consent to an earlier starting date. No temporary employees shall be hired to do bargaining unit work by the department while any regular employees are in lay-off status.

**36.9.3** Employees rehired from the lay-off list shall not suffer any loss of seniority or benefits as a result of lay-off, but shall not accrue seniority, wages, or benefits during lay-off.

**36.9.4** The lay-off or recall from lay-off procedures set forth above will be administered in a manner that does not unfairly discriminate against any individual employee.

## **ARTICLE 37 PROMOTION**

**37.1** Procedure - Should a position vacancy occur, as determined by the City, the City shall be required to consider, but not necessarily select, candidates for promotion from within the bargaining unit before selecting employees from outside the bargaining unit. In any event, the City may select the applicant who, in the City's opinion, is the best qualified for any position opening in the bargaining unit, or from any source whatsoever. Vacancies will be posted internally for no less than fifteen (15) calendar days.

37.1.1 A bargaining unit employee who is promoted shall be placed at the closest step in the new range that provides at least a five percent (5%) increase in salary and does not exceed the maximum of the pay range.

37.1.2 The promotional probationary period shall be six (6) months.

37.2 **Failure to Complete Probation** - The promotional probationary employee who fails to successfully complete probation shall be demoted to the lower position from which they were promoted. Such determination shall be made at the sole discretion of the City and the reasons shall not necessarily constitute just cause.

## ARTICLE 38 EMPLOYMENT GUIDELINES

### 38.1 **General Guidelines for Employment**

38.1.1 **Basis of Employment** – All employment with the City shall be based on merit, knowledge, skill, ability qualification and moral fitness as evidenced by:

38.1.1.1 Education, training and experience as reflected by the application form, resume` and other documentation of certification, registration, etc.

38.1.1.2 Written and/or performance tests (when applicable).

38.1.1.3 After a conditional offer of employment is made, pre-employment physical and drug testing (if applicable to the position) shall be required to determine whether the individual can effectively perform the essential functions and responsibilities of the position for which they are being considered with or without reasonable accommodation. Such physical examination shall be performed by a city-designated physician and laboratory and paid for by the City.

38.1.1.4 Background investigation including criminal history, credential/degree verification and reference checks as allowed by law.

### 38.2 **Nepotism**

38.2.1 **Immediate Family Members** - It is the City's policy that immediate family members of City employees will not be hired if:

38.2.1.1 One member would have the authority or be in a position to supervise, hire, remove or discipline the other; or

38.2.1.2 One member would be responsible for auditing or evaluating the work of the other; or

38.2.1.3 Other circumstances exist, which would place the relatives in a situation of actual or reasonably foreseeable conflict between the City's interest and their own.

38.2.2 **No Preference for Family Members** - The City conducts open and competitive hiring processes. Preference will not be given to candidates who are immediate family members.

**38.2.3 Immediate Family** - For purposes of this Article shall be defined as: Spouse, child, brother, sister, parents, grandparents, step relations, in-laws, dependents and anyone residing in the employee's household.

**38.2.4 Relationship Occurring During Employment** – When a relationship, as defined under immediate family in this Article occurs during employment, the two (2) affected employees may remain in their current positions provided they are not in conflict with the restrictions identified in this Article. If a conflict is created by the relationship, the City will attempt to arrange a transfer or change in position. If a suitable transfer/change in position is not available, one of the employees will be separated from City service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and the City. If a mutual agreement is unattainable, the Mayor will determine, in the City's best interest, the employee to be transferred or separated.

**38.3 Vacancy Announcements** - The City shall post announcement notices of position vacancies on the City's website. The City will also announce openings on other websites and in publications as deemed necessary by the department and Human Resources, in all City departments and an electronic copy to the Union on the date the position is posted on the City's website.

**38.4 Examinations or Testing** - Appointments shall be made according to skill, ability, qualification, merit and fitness, which shall be ascertained by examinations conducted under the guidance of the Human Resources division.

**38.4.1** Examinations may be assembled or non-assembled, and may include written, oral, physical tests, performance tests, interviews, ratings, training, experience, computer-based examinations, criteria rating forms, or any combination of these.

**38.5 Promotions**

**38.5.1** The City shall make a reasonable effort to offer promotional opportunities to current employees when possible.

**38.5.2** Promotional postings shall be placed on the City's internal web site and copies sent to all departments for posting on the Union bulletin boards, to the Union and shop stewards.

**38.5.3** Current bargaining unit employees who successfully complete the examination/testing process for promotion will have seven and one half percent (7.5%) of their PASSING score added to their final score.

**38.5.4** Human Resources will develop a policy for rating candidates for promotional opportunities.

**38.5.5** If the Department Director in the department where a vacancy exists proposes to fill such position through the promotional process, they shall have the sole discretion to determine whether or not to consider transfer requests for the position from other bargaining unit employees in the same classification as the position vacancy. Such decision will be included in the promotional announcement.

**ARTICLE 39 TERM**

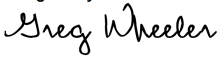
This Agreement will become effective upon January 1, 2025 and will remain in effect through December 31, 2027. All requests to amend, modify or terminate this Agreement will require either party to file written notice upon the other at least one hundred eighty (180) days prior to December 31, 2027.


This agreement is hereby submitted to the Bremerton City Council by the City representative and the Union representative for the Council's consideration and approval. Upon approval, this agreement will become binding upon the City, the Union and all of the employees in the bargaining unit covered by this agreement.

**APPROVED** by the Bremerton City Council on the 2nd day of April, 2025.

Signed this 4th day of April, 2025

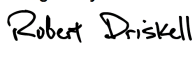
**FOR THE CITY OF BREMERTON:**

Signed by:  
  
BAF46095E8E747B...  
**Honorable Greg Wheeler, Mayor**

DocuSigned by:  
  
EDDB02AE33AD475...  
**Charlotte Nelson**  
**Human Resources Manager**

**Attest:**  
Signed by:  
  
24ED5ED74E45C41F...  
**Angela Hoover, City Clerk**

**FOR GENERAL TEAMSTERS LOCAL UNION #589:**

Signed by:  
  
535FE8C327FA443...  
**Robert Driskell,**  
**Business Representative**

**Approved as to Form:**

Signed by:  
  
D6F55D0058254A1...  
**Kylie Finnell, City Attorney**

**APPENDIX A  
TEAMSTERS 2025**

**EFFECTIVE JANUARY 1, 2025  
6.00% General Wage Adjustment**

Hours Worked Per Year: 2088		12 Mos. Step A	12 Mos. Step B	12 Mos. Step C	12 Mos. Step D	12 Mos. Step E	12 Mos. Step F	12 Mos. Step G
<b>Grade 4</b>	Annual	45,644	46,833	48,003	49,298	50,592	51,949	53,682
	Monthly	3,804	3,903	4,000	4,108	4,216	4,329	4,474
	Semi-Monthly	1,902	1,952	2,000	2,054	2,108	2,165	2,237
	Hourly	21.86	22.43	22.99	23.61	24.23	24.88	25.71
	OT Hourly	32.79	33.64	34.49	35.42	36.35	37.32	38.57
	Base +1%	22.08	22.65	23.22	23.85	24.47	25.13	25.97
	Base +2%	22.30	22.88	23.45	24.08	24.71	25.38	26.22
	Base +3%	22.52	23.10	23.68	24.32	24.96	25.63	26.48
	Base +4%	22.73	23.33	23.91	24.55	25.20	25.88	26.74
<b>Grade 5</b>	Annual	48,003	49,298	50,592	51,949	53,682	54,622	56,167
<b>Office Assistant I</b>	Monthly	4,000	4,108	4,216	4,329	4,474	4,552	4,681
	Semi-Monthly	2,000	2,054	2,108	2,165	2,237	2,276	2,341
	Hourly	22.99	23.61	24.23	24.88	25.71	26.16	26.90
	OT Hourly	34.49	35.42	36.35	37.32	38.57	39.24	40.35
	Base +1%	23.22	23.85	24.47	25.13	25.97	26.42	27.17
	Base +2%	23.45	24.08	24.71	25.38	26.22	26.68	27.44
	Base +3%	23.68	24.32	24.96	25.63	26.48	26.94	27.71
	Base +4%	23.91	24.55	25.20	25.88	26.74	27.21	27.98
<b>Grade 6</b>	Annual	50,592	51,949	53,682	54,622	56,167	57,671	59,257
<b>Office Assistant II</b>	Monthly	4,216	4,329	4,474	4,552	4,681	4,806	4,938
<b>Laborer - WWTP</b>	Semi-Monthly	2,108	2,165	2,237	2,276	2,341	2,403	2,469
<b>Laborer - Parks</b>	Hourly	24.23	24.88	25.71	26.16	26.90	27.62	28.38
<b>Laborer - Utilities</b>	OT Hourly	36.35	37.32	38.57	39.24	40.35	41.43	42.57
	Base +1%	24.47	25.13	25.97	26.42	27.17	27.90	28.66
	Base +2%	24.71	25.38	26.22	26.68	27.44	28.17	28.95
	Base +3%	24.96	25.63	26.48	26.94	27.71	28.45	29.23
	Base +4%	25.20	25.88	26.74	27.21	27.98	28.72	29.52
<b>Grade 7</b>	Annual	53,682	54,622	56,167	57,671	59,257	60,761	62,410
<b>Customer Service Representative</b>	Monthly	4,474	4,552	4,681	4,806	4,938	5,063	5,201
<b>Office Assistant III</b>	Semi-Monthly	2,237	2,276	2,341	2,403	2,469	2,532	2,601
<b>Police Records Specialist I</b>	Hourly	25.71	26.16	26.90	27.62	28.38	29.10	29.89
	OT Hourly	38.57	39.24	40.35	41.43	42.57	43.65	44.84
	Base +1%	25.97	26.42	27.17	27.90	28.66	29.39	30.19
	Base +2%	26.22	26.68	27.44	28.17	28.95	29.68	30.49
	Base +3%	26.48	26.94	27.71	28.45	29.23	29.97	30.79
	Base +4%	26.74	27.21	27.98	28.72	29.52	30.26	31.09
<b>Grade 8</b>	Annual	56,167	57,671	59,257	60,761	62,410	64,122	65,876
<b>Accounting Assistant II</b>	Monthly	4,681	4,806	4,938	5,063	5,201	5,344	5,490
<b>Automotive Tech Assistant</b>	Semi-Monthly	2,341	2,403	2,469	2,532	2,601	2,672	2,745
<b>Building Monitor</b>	Hourly	26.90	27.62	28.38	29.10	29.89	30.71	31.55
<b>Human Resource Assistant</b>	OT Hourly	40.35	41.43	42.57	43.65	44.84	46.07	47.33
<b>Recreation Program Coordinator I</b>	Base +1%	27.17	27.90	28.66	29.39	30.19	31.02	31.87
<b>Tax &amp; License Specialist</b>	Base +2%	27.44	28.17	28.95	29.68	30.49	31.32	32.18
	Base +3%	27.71	28.45	29.23	29.97	30.79	31.63	32.50
	Base +4%	27.98	28.72	29.52	30.26	31.09	31.94	32.81
<b>Grade 9</b>	Annual	59,257	60,761	62,410	64,122	65,876	67,609	69,510

Accounting Assistant III	Monthly	4,938	5,063	5,201	5,344	5,490	5,634	5,793
Legal Technician I	Semi-Monthly	2,469	2,532	2,601	2,672	2,745	2,817	2,897
Office Assistant Senior	Hourly	28.38	29.10	29.89	30.71	31.55	32.38	33.29
Police Records Specialist II	OT Hourly	42.57	43.65	44.84	46.07	47.33	48.57	49.94
Utility Service Specialist Trainee	Base +1%	28.66	29.39	30.19	31.02	31.87	32.70	33.62
Water Resources Assistant	Base +2%	28.95	29.68	30.49	31.32	32.18	33.03	33.96
	Base +3%	29.23	29.97	30.79	31.63	32.50	33.35	34.29
	Base +4%	29.52	30.26	31.09	31.94	32.81	33.68	34.62
<b>Grade 10</b>	Annual	62,410	64,122	65,876	67,609	69,510	71,472	73,414
Accounting Assistant Senior	Monthly	5,201	5,344	5,490	5,634	5,793	5,956	6,118
Asset Management Technician	Semi-Monthly	2,601	2,672	2,745	2,817	2,897	2,978	3,059
Tax and License Specialist Senior	Hourly	29.89	30.71	31.55	32.38	33.29	34.23	35.16
Therapeutic Court Coordinator	OT Hourly	44.84	46.07	47.33	48.57	49.94	51.35	52.74
WWTP Industrial Mechanic Trainee	Base +1%	30.19	31.02	31.87	32.70	33.62	34.57	35.51
	Base +2%	30.49	31.32	32.18	33.03	33.96	34.91	35.86
	Base +3%	30.79	31.63	32.50	33.35	34.29	35.26	36.21
	Base +4%	31.09	31.94	32.81	33.68	34.62	35.60	36.57
<b>Grade 11</b>	Annual	65,876	67,609	69,510	71,472	73,414	75,523	77,548
Accounts Payable Specialist	Monthly	5,490	5,634	5,793	5,956	6,118	6,294	6,462
Administrative Assistant	Semi-Monthly	2,745	2,817	2,897	2,978	3,059	3,147	3,231
Code Enforcement Specialist	Hourly	31.55	32.38	33.29	34.23	35.16	36.17	37.14
Engineering Technician II	OT Hourly	47.33	48.57	49.94	51.35	52.74	54.26	55.71
Legal Technician II	Base +1%	31.87	32.70	33.62	34.57	35.51	36.53	37.51
Parks Service Specialist	Base +2%	32.18	33.03	33.96	34.91	35.86	36.89	37.88
Payroll Specialist	Base +3%	32.50	33.35	34.29	35.26	36.21	37.26	38.25
Permit Specialist	Base +4%	32.81	33.68	34.62	35.60	36.57	37.62	38.63
Permit Technician								
Police Records Lead								
Sign Shop Service Specialist								
Street Service Specialist								
Utilities Service Specialist								
WWTP Operator Trainee								
Forest Service Specialist								
<b>Grade 12</b>	Annual	69,510	71,472	73,414	75,523	77,548	79,615	81,829
Court Security Home Detention Spec.	Monthly	5,793	5,956	6,118	6,294	6,462	6,635	6,819
Evidence/Crime Scene Technician	Semi-Monthly	2,897	2,978	3,059	3,147	3,231	3,318	3,410
DCD Project Assistant	Hourly	33.29	34.23	35.16	36.17	37.14	38.13	39.19
Deputy City Clerk	OT Hourly	49.94	51.35	52.74	54.26	55.71	57.20	58.79
Engineering Project Assistant	Base +1%	33.62	34.57	35.51	36.53	37.51	38.51	39.58
Recreation Program Coordinator II	Base +2%	33.96	34.91	35.86	36.89	37.88	38.89	39.97
Technology Communications Specialist	Base +3%	34.29	35.26	36.21	37.26	38.25	39.27	40.37
Utilities Service Specialist - Compliance	Base +4%	34.62	35.60	36.57	37.62	38.63	39.66	40.76
Warrant Officer								
Water Operator								
WWTP Industrial Mechanic								
<b>Grade 13</b>	Annual	73,414	75,523	77,548	79,615	81,829	84,146	86,318
Automotive Equipment Technician	Monthly	6,118	6,294	6,462	6,635	6,819	7,012	7,193
Crime Scene Analyst	Semi-Monthly	3,059	3,147	3,231	3,318	3,410	3,506	3,597
Engineering Technician III	Hourly	35.16	36.17	37.14	38.13	39.19	40.30	41.34
IT Specialist	OT Hourly	52.74	54.26	55.71	57.20	58.79	60.45	62.01
Parks Service Specialist Senior	Base +1%	35.51	36.53	37.51	38.51	39.58	40.70	41.75
Recreation Program Coordinator III	Base +2%	35.86	36.89	37.88	38.89	39.97	41.11	42.17
Sign Shop Service Specialist Senior	Base +3%	36.21	37.26	38.25	39.27	40.37	41.51	42.58

<b>Streets Service Specialist Senior</b>	Base +4%	36.57	37.62	38.63	39.66	40.76	41.91	42.99
<b>Utilities Service Specialist Senior</b>								
<b>WWTP Lab Technician</b>								
<b>Forestry Service Specialist Senior</b>								
<b>Grade 14</b>	Annual	77,548	79,615	81,829	84,146	86,318	88,740	91,329
<b>Accountant</b>	Monthly	6,462	6,635	6,819	7,012	7,193	7,395	7,611
<b>Behavioral Health Navigator</b>	Semi-Monthly	3,231	3,318	3,410	3,506	3,597	3,698	3,806
<b>Building Inspector/Plans Examiner I</b>	Hourly	37.14	38.13	39.19	40.30	41.34	42.50	43.74
<b>Community Resource Specialist</b>	OT Hourly	55.71	57.20	58.79	60.45	62.01	63.75	65.61
<b>Facilities Building Senior Specialist</b>	Base +1%	37.51	38.51	39.58	40.70	41.75	42.93	44.18
<b>Legal Technician Senior</b>	Base +2%	37.88	38.89	39.97	41.11	42.17	43.35	44.61
<b>Planner I</b>	Base +3%	38.25	39.27	40.37	41.51	42.58	43.78	45.05
<b>Water Operator Senior</b>	Base +4%	38.63	39.66	40.76	41.91	42.99	44.20	45.49
<b>WWTP Operator I</b>								
<b>Grade 15</b>	Annual	81,829	84,146	86,318	88,740	91,329	93,793	96,549
<b>Assistant Network Administrator</b>	Monthly	6,819	7,012	7,193	7,395	7,611	7,816	8,046
<b>Customer Service/PC Technician</b>	Semi-Monthly	3,410	3,506	3,597	3,698	3,806	3,908	4,023
<b>Electronics Technician</b>	Hourly	39.19	40.30	41.34	42.50	43.74	44.92	46.24
<b>Engineering Technician IV</b>	OT Hourly	58.79	60.45	62.01	63.75	65.61	67.38	69.36
<b>Environmental Technician</b>	Base +1%	39.58	40.70	41.75	42.93	44.18	45.37	46.70
<b>Journey Level Electrician</b>	Base +2%	39.97	41.11	42.17	43.35	44.61	45.82	47.16
<b>Lead Automotive Equipment Tech.</b>	Base +3%	40.37	41.51	42.58	43.78	45.05	46.27	47.63
<b>Lead Facilities Service Specialist</b>	Base +4%	40.76	41.91	42.99	44.20	45.49	46.72	48.09
<b>Lead Forestry Service Specialist</b>								
<b>Lead Street Service Specialist</b>								
<b>Lead Utilities Service Specialist</b>								
<b>Parks Facilities Specialist</b>								
<b>Parks Lead Service Specialist</b>								
<b>Police Records Specialist Supvr.</b>								
<b>Service Support Specialist</b>								
<b>Utilities Accounts Supervisor</b>								
<b>Utility Instrumentation and Control Specialist</b>								
<b>WWTP Industrial Mechanic Lead</b>								
<b>WWTP Instrumentation &amp; Control Spec.</b>								
<b>WWTP Operator II</b>								
<b>Grade 16</b>	Annual	86,318	88,740	91,329	93,793	96,549	99,305	102,061
<b>Building Inspector/Plans Examiner II</b>	Monthly	7,193	7,395	7,611	7,816	8,046	8,275	8,505
<b>Civil Engineer I</b>	Semi-Monthly	3,597	3,698	3,806	3,908	4,023	4,138	4,253
<b>Code Enforcement Officer</b>	Hourly	41.34	42.50	43.74	44.92	46.24	47.56	48.88
<b>IT Programmer Analyst</b>	OT Hourly	62.01	63.75	65.61	67.38	69.36	71.34	73.32
<b>Lead Water Operator</b>	Base +1%	41.75	42.93	44.18	45.37	46.70	48.04	49.37
<b>Planner II</b>	Base +2%	42.17	43.35	44.61	45.82	47.16	48.51	49.86
<b>System Administrator</b>	Base +3%	42.58	43.78	45.05	46.27	47.63	48.99	50.35
<b>Utilities Compliance Specialist</b>	Base +4%	42.99	44.20	45.49	46.72	48.09	49.46	50.84
<b>Grade 17</b>	Annual	91,329	93,793	96,549	99,305	102,061	104,985	107,845
<b>Accountant / Financial Analyst</b>	Monthly	7,611	7,816	8,046	8,275	8,505	8,749	8,987
<b>Auto Equipment Technician Supvr.</b>	Semi-Monthly	3,806	3,908	4,023	4,138	4,253	4,375	4,494
<b>Electronics Supervisor</b>	Hourly	43.74	44.92	46.24	47.56	48.88	50.28	51.65
<b>NPDES Stormwater Permit Coord.</b>	OT Hourly	65.61	67.38	69.36	71.34	73.32	75.42	77.48
<b>Parks Maintenance Supervisor</b>	Base +1%	44.18	45.37	46.70	48.04	49.37	50.78	52.17
<b>Sign Shop Serv. Spec. Supervisor</b>	Base +2%	44.61	45.82	47.16	48.51	49.86	51.29	52.68
<b>Streets Service Spec. Supervisor</b>	Base +3%	45.05	46.27	47.63	48.99	50.35	51.79	53.20
<b>WWTP Maintenance Supervisor</b>	Base +4%	45.49	46.72	48.09	49.46	50.84	52.29	53.72

<b>Grade 18</b>	Annual	96,549	99,305	102,061	104,985	107,845	110,894	113,859
<b>Civil Engineer II</b>	Monthly	8,046	8,275	8,505	8,749	8,987	9,241	9,488
<b>Engineering Technician Senior</b>	Semi-Monthly	4,023	4,138	4,253	4,375	4,494	4,621	4,744
<b>Facilities/Inventory Supervisor</b>	Hourly	46.24	47.56	48.88	50.28	51.65	53.11	54.53
<b>Forestry Service Spec. Supervisor</b>	OT Hourly	69.36	71.34	73.32	75.42	77.48	79.67	81.80
<b>GIS/Application Development Engineer</b>	Base +1%	46.70	48.04	49.37	50.78	52.17	53.64	55.08
<b>IT Systems Engineer</b>	Base +2%	47.16	48.51	49.86	51.29	52.68	54.17	55.62
<b>Sanitary/Storm Collection Supervisor</b>	Base +3%	47.63	48.99	50.35	51.79	53.20	54.70	56.17
<b>Water Distribution Supervisor</b>	Base +4%	48.09	49.46	50.84	52.29	53.72	55.23	56.71
<b>Water Resources Operations Supervisor</b>								
<b>WWTP Operations Supervisor</b>								
<b>Grade 19</b>	Annual	102,061	104,985	107,845	110,894	113,859	116,865	119,726
<b>Civil Engineer III</b>	Monthly	8,505	8,749	8,987	9,241	9,488	9,739	9,977
	Semi-Monthly	4,253	4,375	4,494	4,621	4,744	4,870	4,989
	Hourly	48.88	50.28	51.65	53.11	54.53	55.97	57.34
	OT Hourly	73.32	75.42	77.48	79.67	81.80	83.96	86.01
	Base +1%	49.37	50.78	52.17	53.64	55.08	56.53	57.91
	Base +2%	49.86	51.29	52.68	54.17	55.62	57.09	58.49
	Base +3%	50.35	51.79	53.20	54.70	56.17	57.65	59.06
	Base +4%	50.84	52.29	53.72	55.23	56.71	58.21	59.63

**APPENDIX "B"**  
Classification Series

For use in the administration of a Reduction in Force (Lay-Offs):

**ACCOUNTING/FINANCIAL (Citywide)**

Accountant/Financial Analyst

Accountant

Accounting Assistant Senior, Tax & License Specialist Senior, Accounts Payable Specialist

Accounting Assistant III

Accounting Assistant II, Tax & License Specialist

\*Accounting Assistant I

\*\*\*Utility Accounts Supervisor

\*\*\*Payroll Specialist

**CITY CLERK**

\*Deputy City Clerk

**COMMUNITY DEVELOPMENT**

Building Inspector/Plans Examiner II

Building Inspector/Plans Examiner I

Permit Specialist I

\*\*\*Code Enforcement Officer

Code Enforcement Specialist

Planner II

Planner I

\*\*\*Community Development Assistant

**ELECTRONICS**

\*Electronics Supervisor

Electronics Technician

Journey Level Electrician

\*Maintenance Electrician

\* Indicates an inactive classification series (job classification exists but not in current budget).

\*\* Indicates some incumbents are covered by Civil Service Rule

\*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

**ENGINEERING**

Civil Engineer III  
Civil Engineer II  
Civil Engineer I

Engineering Technician Senior  
Engineering Technician IV  
Engineering Technician III  
\*Engineering Technician II  
\*Engineering Technician I

\*\*\*Permit Technician

\*\*\*Project Assistant

**FACILITIES**

Facilities/Inventory Supervisor  
Facilities Service Specialist Lead  
Utilities Service Specialist Senior  
Utilities Service Specialist

**EQUIPMENT SERVICES**

Automotive Equipment Technician Supervisor  
\*Automotive Equipment Technician Lead  
Automotive Equipment Technician  
Automotive Technician Assistant

**FORESTRY**

Forestry Service Specialist Supervisor  
\*Forestry Service Specialist Lead  
Forestry Service Specialist Senior  
\*Forestry Service Specialist

\*\*\*Environmental Technician

\* Indicates an inactive classification series (job classification exists but not in current budget).  
\*\* Indicates some incumbents are covered by Civil Service Rule  
\*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

**INFORMATION TECHNOLOGY**

IT Systems Engineer  
GIS/Application Development Engineer  
Systems Administrator  
Information Technology Specialist  
IT Programmer Analyst  
\*PC Technician

\*Computer Service/PC Technician  
\*Computer Programmer Senior  
\*Computer Programmer  
\* & \*\*\* Computer Operator-Utility

\*\*\*Technology Communications Specialist

**MUNICIPAL COURT**

Legal Technician Senior  
Legal Technician

\*\*\*Probation Officer

**OFFICE/CLERICAL (City-wide)**

\*Office Supervisor  
Administrative Assistant  
\*\*Office Assistant Senior  
Office Assistant III  
Customer Service Representative  
Office Assistant II  
\*Office Assistant I

\* Human Resources Assistant

**PARKS**

\*Parks Maintenance Supervisor  
\*Parks Service Specialist Lead  
Parks Service Specialist Senior  
Parks Service Specialist  
Laborer – Parks

\* & \*\*\*Parks Facilities Specialist

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

\* & \*\*\* Cemetery Caretaker

**POLICE**

Police Records Supervisor  
Police Records Specialist II  
\*Police Records Specialist I

Crime Scene/Lead Evidence Technician  
Evidence/Property Control Specialist

\*\*\*Warrant Officer/EHD  
\*Crime Analyst

\*\*\*Community Resource Specialist

\*Court Security/ Detention Specialist  
\*Animal Control Officer

\*Warrant Officer

**RECREATION**

Recreation Program Coordinator III  
Recreation Program Coordinator II  
\*Recreation Program Coordinator I

\*Aquatics Supervisor

\*Recreation Supervisor

**SIGN SHOP**

\*Sign Shop Service Specialist Supervisor  
\*Sign Shop Service Specialist Lead  
Sign Shop Service Specialist Senior  
\*Sign Shop Service Specialist

**STREET**

Street Service Specialist Supervisor  
Street Service Specialist Lead  
Street Service Specialist Senior  
Street Service Specialist

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

**UTILITIES (Sanitary & Storm Collection)**

Sanitary/Storm Collection Supervisor  
Utilities Service Specialist Lead  
Utilities Service Specialist Senior  
Utilities Service Specialist, Utilities Service Specialist Compliance  
Laborer – Utilities

**WASTEWATER TREATMENT PLANT (WWTP) - MAINTENANCE**

WWTP Maintenance Supervisor  
WWTP CMMS Technician (Computer Maintenance Management Systems Technician)  
WWTP Industrial Mechanic  
WWTP Trainee Industrial Mechanic  
Laborer – WWTP

\*\*\* WWTP Instrumentation & Control Specialist

**WASTEWATER TREATMENT PLANT –OPERATIONS**

WWTP Operations Supervisor  
WWTP Operator II  
WWTP Operator I  
WWTP Operator Trainee

\*\*\*WWTP Lab Technician

**WATER RESOURCES – OPERATIONS**

Water Resources Operations Supervisor  
Water Operator Lead  
Water Operator Senior  
Water Operator

\*\*\*Environmental Technician

\*\*\*Water Resources Assistant

Utility Instrumentation and Controls Technician (was Electronics Technician)

**WATER DISTRIBUTION**

Water Distribution Supervisor  
\*Utilities Service Specialist Senior  
Utilities Service Specialist

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position

**APPENDIX "B"**  
Classification Series

\*\*\*Utilities Compliance Specialist

\*\*\*Utilities Customer Service Representative

**INDIVIDUAL JOB CLASSIFICATIONS**

\*Project Coordinator

- \* Indicates an inactive classification series (job classification exists but not in current budget).
- \*\* Indicates some incumbents are covered by Civil Service Rule
- \*\*\* Stand alone position