

**AGREEMENT BETWEEN  
CITY OF EDMONDS, WASHINGTON  
AND**

**EDMONDS EMPLOYEE ASSOCIATION,  
LOCAL 3517 (AFSCME COUNCIL 2)**

**January 1, 2022, through December 31, 2024**

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CITY OF EDMONDS, WASHINGTON  
AND  
EDMONDS EMPLOYEE ASSOCIATION, LOCAL 3517 (AFSCME COUNCIL 2)  
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THIS AGREEMENT is between the CITY OF EDMONDS, WASHINGTON (hereinafter called the City or the Employer) and the EDMONDS EMPLOYEE ASSOCIATION, LOCAL 3517 (AFSCME COUNCIL 2) (hereinafter called the Union) for the purpose of setting forth the agreement between the parties re: wages, hours, and conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

**Article I - Recognition, Union Membership and Payroll Deduction**

**1.1 Recognition.** The City recognizes the Union as the exclusive bargaining agent for the following described employees as certified by the Public Employment Relations Commission in case number 3259-E-81-030, and the City agrees that the Union shall be said employees' representative for the management of this Agreement:

INCLUDED: All regular full- and part-time clerical, professional and technical employees regularly scheduled for twenty (20) or more hours per week as listed by position in Appendix "A". Note: The list of Job Titles in Section A.3 in no way limits the number of job titles which may be included within the bargaining unit.

EXCLUDED: All positions contained in other bargaining units, including public works shop and field laborers, custodial and service positions and parks maintenance laborers; Police Department; Executive Assistant; Council Executive Assistant; Office Administrators; Human Resources Department; City Clerk; supervisory, professional, and management; and confidential employees as described under the Act; temporary or interim-funded positions.

**1.2 Union Membership.** The Union agrees to represent all employees in the bargaining unit regardless of membership or non-membership status.

**1.3 Payroll Deduction.** The City agrees to deduct monthly Union dues uniformly levied against Union members who have authorized such deductions in writing in accordance with applicable law, and to transfer such amounts to the Union. Written authorization for payroll deduction is valid whether executed in hard copy or electronically. The City shall provide an electronic copy of any written authorization for payroll deduction to the Union via email within ten (10) days of the employee executing such authorization. The City also agrees to deduct from the paycheck of those employees that have submitted written authorization contributions to P.E.O.P.L.E. and transmit same to the Union. No deduction shall be made which is prohibited by applicable law. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any

legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution. The Union agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the payroll deduction authorization executed by the employee. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll of the Employer's receipt of the Employer's written notice.

**1.4 Pertinent Information.** The Union will be provided with pertinent information regarding new vacancies, new appointments, or termination in positions within the bargaining unit. Pertinent information includes position titles, descriptions, salary ranges, and dates of appointments or terminations of employees within the bargaining unit.

**1.5 New Employee Orientation.** A Union official shall, at no loss of pay, be granted up to thirty (30) minutes to provide the new employee a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

## **Article II - Hours of Work**

**2.1 Standard Work Week.** The standard work week shall be five (5) consecutive workdays of eight (8) hours each or four (4) consecutive workdays of ten (10) hours each. The standard work week shall be forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall be normally between 7:00 a.m. and 6:00 p.m. with the exception of employees in the Parks and Recreation Department whose working hours may be adjusted to include up to two (2) evenings per week for each employee. In any event, the total hours worked shall not exceed forty (40) hours per week unless overtime is paid, or compensatory time is earned. Other schedules may be established by mutual agreement of the employee and City. Rates of pay for work other than during the standard workweek shall be as provided in Article III - Overtime. It is further recognized that 9/80 schedules may not be feasible for every department and must be approved by the department head.

**2.2 Schedule Change.** Normally, at least seven (7) calendar days advance notice shall be given the employee prior to the commencement of a schedule change, except in the case where emergency operations cannot be anticipated.

**2.3 Lunch and Breaks.** A lunch period of between one half (1/2) hour and one (1) hour for each employee shall be scheduled approximately midway through the workday. Each employee shall receive a 15-minute paid relief period approximately midway of both the morning and the afternoon shift. Lunch shall be considered the employees' own time and may normally be taken away from the City's premises.

**2.4 Flexible Hours.** If scheduled at least seven (7) calendar days in advance, the hours of employees may be adjusted to include evening hours, provided the employee is given the option to adjust their hours for any one (1) day of the work week so that the total hours worked is not in excess of forty (40) hours, subject to Section 2.1. If the employee is not given seven (7) calendar days' notice, all time worked after six p.m. shall be compensated at the overtime rate or by time and one-half compensatory time.

**2.5 Shift Differential.** Notwithstanding the provisions of Section 2.1 ("Standard Work Week"), the standard work week for the position of Senior Office Specialist in Parks and Recreation may be established to five (5) consecutive days, Monday through Friday, from 12:00 p.m. until 9:00 p.m. and shall be compensated five percent (5%) per hour in addition to their regular hourly rate of pay for all hours worked after 5 p.m.

### **Article III - Overtime**

**3.1 General.** Overtime cash payment or compensatory time off by mutual agreement between the City and the employee, at one and one-half (1-1/2) times the overtime worked, at the regular hourly rate of the employee's salary, shall be earned for time worked beyond the 40 hour work week established by 2.1. A minimum of one-quarter (1/4) hour's overtime payment or compensatory time off shall be earned when required to work beyond the scheduled work week. After the first one-quarter (1/4) hour, each one-quarter (1/4) hour or major portion thereof shall be compensated. Overtime shall be recognized only upon prior approval of the employee's supervisor or department head.

**3.2 Callback.** A minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular hourly rate shall be earned for callbacks. Time worked beyond the minimum shall be compensated at one and one-half (1-1/2) times the actual time worked in one-quarter (1/4) hour increments for each one-quarter (1/4) hour or major portion thereof.

**3.3 Compensatory Time.** Employees shall have the right to convert compensatory time off to an overtime cash payment by making a written request on the employee's timesheet. Compensatory time may be taken with the approval of the supervisor or at the direction of the supervisor, provided the employee is given ten (10) working days' notice.

### **Article IV - Position Classifications, Rates of Pay and Non-Discrimination**

**4.1 Position Classifications and Pay Grades.** The classifications of positions covered by this Agreement and the corresponding rates of pay shall be as set forth in Appendix "A" which is attached hereto and made a part of this Agreement. These rates of pay shall be regarded as contractual minimum rates.

Throughout this agreement, any increase in pay of at least a five percent (5%) will be based on rounding the employee's increase to the nearest whole percentage (i.e., 4.99% = 5.00%).

**4.2 Working Out of Classification.** An employee assigned by a supervisor, in writing, or has in the course of regular duties to have assumed all the duties of a higher classification for a period of four (4) or more consecutive working days, or performs said duties in a greater than ½ FTE (full time equivalent) basis for more than one pay period, shall during the period of that assignment be placed at the step on the wage scale of the higher classification that provides an increase over the employee's regular rate of pay of at least five percent (5%). This shall include work out of classification to cover for another employee's scheduled vacation. Seniority shall be a consideration when assigning employees to work out of classification.

Should the Deputy City Clerk or the Lead Court Clerk be assigned to work out of classification for their Supervisor or Manager (a non-bargaining unit position) for the City for a period of at least four (4) consecutive working days and up to nine (9) consecutive working days, the Deputy City Clerk or Lead Court Clerk position will be paid an additional ten percent (10%) increase over their regular rate of pay for the period of time that the Deputy City Clerk or Lead Court Clerk position is working out of classification as the City Clerk or Court Administrator.

**4.3 No Pyramiding.** Notwithstanding any other provision of this Agreement, premium or overtime pay shall not be duplicated or pyramided. In no case shall premium or overtime pay be based on other than the employee's regular straight time rate of pay to the extent permitted by FLSA.

**4.4 Job Descriptions.** The duties, responsibilities, and qualifications of positions shall be contained in Job Descriptions of the Classification Plan. Copies of said descriptions and revisions thereto shall be provided to the Union and the affected employee(s). The creation and revision of job descriptions shall be a management prerogative. However, an employee may request a review of their job description. The Human Resources Director shall confer with the supervisor and the affected employee(s) to review the recommendations and suggestions. The Human Resources Director shall record the summary of reasons for revising or not revising the job description and provide a copy to the requesting employee within sixty (60) days of the request. Provided, the review shall not be subject to appeal through the grievance procedure.

**4.5 New Job Classifications.** Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the City may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall become subject to negotiation at such time as the salaries for the subsequent contract year are negotiated or take effect.

**4.6 Non-Discrimination.** The City and the Union agree those statutory requirements and obligations concerning equal employment opportunities, affirmative action, and all other applicable anti-discrimination state and federal laws and regulations shall be adhered to. Complaints of discrimination under this section shall be subject to the grievance procedure but shall not be subject to arbitration.

No employee shall be discriminated against, and their employment security will not be threatened, for upholding the provisions of this Agreement or seeking the enforcement of their right to nondiscrimination through an appropriate government agency.

## **Article V - Holidays**

**5.1 Designation of Holidays.** The following shall be considered paid holidays for full-time employees. Part-time employees regularly working twenty (20) hours per week or more shall receive prorated compensation for the following holidays, based on their regularly scheduled hours.

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday following Thanksgiving Day	
Day before Christmas Day	December 24
Christmas Day	December 25

A floating holiday will be given to each full-time employee (pro-rated for part-time regular employees) after six consecutive months of employment. The floating holiday shall not be carried over into the next calendar year. In the event of termination before June 30, an employee who has completed six (6) months of employment shall be paid for one-half of that year's floating holiday, if unused. If termination is after June 30, an employee who has completed six (6) months of employment shall be given full payment for the floating holiday, if unused.

If Christmas Day or the day before Christmas falls on a weekend day, an alternative workday will be selected provided the employee gets four consecutive days off.

Holiday time shall be considered time worked when computing overtime. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, Monday will be observed as the holiday.

**5.2 Holiday Pay.** Eligible full-time employees will receive eight (8) hours of pay at their straight-time rate for each holiday; provided, that if an employee has been assigned to an alternative work schedule that is required by the Employer, rather than requested by the employee, the employee will be paid for all hours scheduled on the holiday. In the event an employee's supervisor requires the employee to use vacation time to cover hours above eight (8) hours on a holiday, instead of allowing the employee to make up the time within the pay period by flexing their normal work schedule, the employee will be considered to be on an alternative work schedule required by the Employer, and will be entitled to holiday pay for all hours scheduled on the holiday.

If an employee is allowed to flex their schedule to make up the holiday time, any hours worked outside of the regular work schedule will not fall under the overtime provisions of this contract. Part-time employees will receive holiday pay on a prorated basis. Employees are eligible for holiday pay if they are in paid status on the regular business day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.

Employees who are not assigned to an alternative work schedule that is required by the Employer, and are scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time, or leave without pay to make up the difference between the employee's scheduled shift and the eight (8) hours of holiday pay. An employee assigned to work on any holiday shall be compensated at the overtime rate of pay in addition to the holiday pay, with a minimum guarantee of four (4) hours pay.

**5.3 Four Day Per Week Employees.** When a holiday falls on a four-day per week, or 9/80, employee's scheduled day off, an extra day of holiday with pay will be granted in lieu thereof.

## **Article VI - Vacation**

**6.1 General.** Employees covered by this Agreement shall accrue vacation leave with pay depending on the length of continuous service with the City. Part-time employees regularly working twenty (20) hours or more per week shall accrue vacation leave on a prorated basis.

**6.2 Accrual.** Full-time employees shall accrue the following amount of vacation time with pay, depending on the length of continuous service with the City:

<i>YEARS OF EMPLOYMENT</i>	<i>VACATION</i>	<i>MAXIMUM ALLOWED VACATION ACCRUAL</i>
<i>First 6 months</i>	<i>48 hours</i>	<i>--</i>
<i>Second six months</i>	<i>40 hours Additional</i>	<i>--</i>
<i>1 through 4 years</i>	<i>88 hours</i>	<i>176</i>
<i>5 through 9 years</i>	<i>128 hours</i>	<i>256</i>
<i>10 through 14 years</i>	<i>168 hours</i>	<i>336</i>
<i>15 through 19 years</i>	<i>176 hours</i>	<i>352</i>
<i>20 through 24 years</i>	<i>192 hours</i>	<i>384</i>
<i>25 years thereafter</i>	<i>208 hours</i>	<i>416</i>

Employees shall not use vacation leave before completing six (6) months of continuous service.

Employees who have reached maximum vacation accrual (24 months of accrual) will not accrue additional vacation until they have reduced their accrued balance.

**6.3 Computation.** Only those days on which the employee would normally be required to work shall be counted in computing the vacation period to which the employee is entitled. When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation. Vacation pay is computed on the straight time base rate in effect at the time vacation is taken.



**6.4 Scheduling** Employees shall submit vacation requests prior to March 1. Upon receipt of same, the City shall develop a schedule of vacations, which shall be posted on or before April 1. In the event more employees than can be scheduled request the same dates and the conflict cannot be resolved by mutual agreement among the requesting employees, the requests of the most senior employees will prevail. All vacation requests made after March 1 shall be granted where possible. Employees will be required to take vacation during a period that will be determined by departmental workload and their Supervisor. Changes in the posted vacation schedule shall be made only as necessary to meet the demands of the workload.

**6.5 Accrual During Compensated Leave.** Employees who are on compensated leave (vacation, sick, shared leave or any other approved paid leave) shall continue to accrue vacation leave at the regularly prescribed rate during such absence.

**6.6 Compensation Upon Termination/Death.** Upon termination of an employee, any accumulated vacation shall be paid off. Upon the death of an employee in active service, such payment will be made to the beneficiary of the deceased employee.

## **Article VII - Leaves with Pay**

### **7.1 Sick Leave.**

**7.1.1 Accrual.** Sick leave with pay shall accrue at the rate of eight hours for each full calendar month of the full-time employee's service; provided that once an employee accrues 1,000 sick leave hours, the accrual rate will be one (1) hour of sick leave accrued for every 40 hours worked each calendar year, with a maximum amount of 1,040 hours of sick leave to be carried over each year. If an employee's total accrual drops below one thousand (1,000) hours, the standard accrual rate per their percentage of full-time employee status will continue until the employee again reaches one thousand (1,000) hours. Part-time employees regularly working twenty (20) hours per week or more shall receive prorated sick leave.

**7.1.2 Definition of Sick Leave.** An employee eligible for sick leave with pay shall be granted such leave for any reason allowed by law, and for periods of fifteen (15) minutes or more:

- a. The employee's own illness, injury or disability (including disability due to pregnancy or childbirth); 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;
- b. The need to care for a family member with a mental or physical illness injury or health condition; to care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness; or to care for a family member who needs preventive medical care;
- c. When the employee's workplace 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. The need to care for the employee's immediate family as defined in article 7.2 with a serious health condition or emergency condition;

- d. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW; scheduled medical or dental appointments for the employee or a dependent child, provided that the employee receives advance approval from the Department head or designee; and further provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with the scheduled work days;
- e. For purposes of this Section, "family member" means a child, including a biological, adopted or foster child, step-child, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status; a biological, adoptive, de facto or foster parent, step-parent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or an individual who either regularly resides in the employee's home or where the relationship with the employee creates an expectation that the employee will care for the individual, *and* that individual depends on the employee for care.

At their election, employees may use other accrued paid leave in place of or in addition to sick leave for any of the purposes described above.

The certificate of a physician and/or written report concerning the need for the sick leave may be required by the Employer for absences exceeding three (3) days, and if required, shall be supplied by the employee in order to qualify for sick leave with pay. The Employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

**7.1.3 Pay Out Upon Termination.** Upon honorable termination, accrued but unused sick leave up to a maximum of eight hundred (800) hours shall be paid according to the following percentage of the rate of pay in effect immediately prior to termination:

- a. Employee payout on separation.
  - 1. Voluntary quit 25%
  - 2. Layoff 50%
  - 3. Service Retirement (PERS) 50%
- b. Employee payout on retirement. In addition to the above payments, an employee with accrued sick leave over the 800-hour maximum shall be entitled to receive up to 100 hours of payout on the condition that the employee is eligible and applies for retirement through the PERS system. Payment to be processed in conjunction with application.

Payment shall be on a one-to-one hour basis for accrued sick leave hours in the employee's bank between 800 and 900 hours. Union members, as a group (provided that every bargaining unit member agrees to such decision), may vote to have this payment made to their existing City HRA/VEBA account instead of in the form of a cash payment.

In the event of death of the employee, payment for all unused sick leave (100% of accrued sick leave) shall be made to the surviving spouse or to their estate if there is no spouse, at the deceased employee's regular straight-time hourly rate of pay.

**7.1.4 Worker's Compensation Offset.** If an employee is simultaneously entitled to Worker's Compensation benefits and sick leave, the employee may decline the Worker's Compensation offset of sick leave usage by giving written notification to their supervisor within three (3) calendar days of the filing of the disability claim.

Employees who are using the Worker's Compensation offset must turn over to the City Human Resources Department all compensation received from the Department of Labor and Industries, which will be used to restore a proportionate amount of sick leave used during the absence. Employees, who exhaust their accrued sick leave or elect not to use the Worker's Compensation offset, may be placed on leave without pay for a maximum of six (6) months provided the employee is able to return to work.

**7.1.5 Sick Leave Conversion.** Regular full-time employees with more than eight hundred (800) hours of accrued sick leave may convert, on an annual basis, up to twenty-four (24) hours of sick leave to vacation leave at the rate of 3 to 1. Employees electing to convert sick leave to vacation leave must notify Human Resources by November 1 and specify the number of hours to be converted, not to exceed 24. Human Resources will confirm the employee has at least 800 hours in their sick leave bank and will process the conversion to be effective the second pay period in January.

**7.2 Bereavement Leave.** Regular full-time employees may receive up to three (3) days bereavement leave with pay in the event of a death in their immediate family. "Immediate family" means spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and step-relations. Spouse shall mean an individual who is married to a City employee under the laws of the State of Washington, or who is in a domestic partnership which is registered with or recognized by the State of Washington in accord with the provisions of Chapter 43.07 RCW. Immediate family also refers to the spouse's relatives the same as designated for employee. Additional leave may be granted subject to approval of the Department Director and shall be charged against accumulated sick leave.

**7.3 Jury Duty Leave.** While on jury duty the employee shall receive their base pay, longevity, and other premiums required by collective bargaining agreement not including overtime, from the City. The employee must turn over to the City all additional compensation received for jury duty not to include mileage reimbursement.

**7.4 Reserve Duty Leave.** An employee who is a member of a State National Guard or Federal Reserve Military Unit shall be entitled to be absent from their duties with the City in accordance with state and federal statutes.

**7.5 Wellness Day.** Between January 1 and December 1 of each year, employees who provide sufficient evidence to the Human Resources Department that they have completed the requirements of the annual AWC Well City incentive will receive one (1) Wellness Day off. The day off shall be added as a floating holiday for the following year and must be used in compliance with the floating holiday provisions of Section 5.1, above. The utilization of the Wellness Day shall not be unreasonably denied by the Employer.

## **Article VIII - Other Leaves of Absence**

**8.1 Family and Medical Leave (FML)** Eligible employees are entitled to the full benefit and protection of the State and Federal Family Medical Leave (FML) and Pregnancy Disability laws. In addition to the legal requirements, the following provisions and benefits shall apply.

- 1) Employees are required to use accrued sick leave during any state or federal FML or pregnancy disability leave, provided the use of such leave qualifies under Section 7.1.2 herein.
- 2) Employees may use accrued vacation during any state and or federal FML or pregnancy disability leave, but shall not be required to do so.
- 3) The City is required to continue the employee's health benefits for the duration of the federal FML at the same level and under the same conditions as if the employee had been continuously employed and on paid status.
- 4) Federal FML shall be based upon a rolling 12-month year beginning on the date an employee takes their first FML leave.

**8.1.1 Paid Family Medical Leave Act (PFML).** Employees are eligible for Paid Family Medical Leave Act leave benefits as allowed under state law. The premium cost for the leave will be collected as follows:

- The Employer will pay for 55% of the premiums due for the medical leave portion, with the employee paying 45% of the remaining premium dues.
- The Employer will pay 100% of premiums due for the family leave portion of the premium dues.

**8.2 Discretionary Unpaid Leaves.** A leave of absence without pay may be granted to any employee by the Department Director for such reasons as family care or emergency, education and personal business.

**8.3 Return from Leave.** Upon return from unpaid leave, all benefit accrual calculations, seniority rights, and credit for continuous service shall resume at the same level or with the same rights as the employee experienced prior to going on leave. For the purposes of leave accrual and MEBT vesting, an adjusted date will be used that reflects all previous months worked prior to taking leave. The employee's annual performance evaluation date (anniversary date) will be adjusted to reflect their time off due to the leave of absence.

**8.4 Health Coverage During Unpaid Non-FML Leave.** During the period of an approved leave of absence, monthly premiums for medical insurance may be paid to the City for payment to the insurance company to the extent the policy allows continued coverage, so as to maintain continued coverage.

**8.5 Terms of the Leave.** The City shall state in writing the terms of the leave of absence at the time it is granted. Unless otherwise provided herein, no sick leave or vacation leave shall accrue during any leave, nor shall the employee be entitled to any other benefits during the leave.

## **Article IX - Health and Welfare**

**9.1 Coverage.** The City shall make available to eligible regular full-time and regular part-time employees, and their eligible spouses and dependents, an insurance program that includes medical, dental, life and vision insurance, and an Employee Assistance Program (EAP) benefit. "Spouse" shall mean an individual who is married to a City employee under the laws of the State of Washington, or who is in a domestic partnership which is registered with or recognized by the State of Washington in accordance with the provisions of Chapter 26.60 RCW. This insurance program includes the following:

**9.1.1 Medical Insurance.** Employees may choose between the following medical plans: Association of Washington Cities ("AWC") HealthFirst 250 or AWC Kaiser Permanente \$20 Co-pay Plan. The Employer reserves the right to re-open negotiations related to medical insurance.

**9.1.2 Dental Insurance.** Dental insurance is provided through the AWC Washington Dental Service Plan F with Option III (orthodontia).

**9.1.3 Vision Insurance.** Vision insurance is provided through the AWC Vision Service Plan (\$10.00 deductible).

**9.1.4 EAP Benefit.** The Employee Assistance Program benefit is provided through AWC.

**9.1.5 Life Insurance.** The City will pay one hundred percent (100%) of the basic life insurance premium.

**9.1.6 Light Duty.** When an employee is injured at work and is released to light or modified work duties and the Employer has light and/or modified work duty available for the employee, the employee will return to work on light duty during their normal working hours.

**9.1.7 Flexible Spending Account (FSA).** The City shall provide and administer a Flexible Spending Account (FSA) using pre-tax deductions from employees for qualified medical, childcare, transportation and other permitted uses as allowed by the Internal Revenue Service (IRS) Code Section 125 for employees and their eligible dependents. The Employer agrees to pay all fees for the establishment and maintenance of the FSA accounts for which it is legally allowed to pay.

**9.1.8 Health Reimbursement Arrangement / Voluntary Employees' Beneficiary Association (HRA/VEBA).** The Employer will establish an HRA/VEBA for each employee who is eligible and enrolled in or covered by one of the Employer's health insurance plans as described in Section 9.1.1. The Employer agrees to pay all fees for the establishment and maintenance of the HRA/VEBA accounts for which it is legally allowed to pay.

The Employer shall make a three hundred dollar (\$300) annual contribution to each eligible employee's HRA/VEBA account, provided that these contributions are contingent upon the bargaining group (as a whole) meeting the annual participation requirement for the AWC Well City Award.

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 Union members, no more than once per year, and with appropriate notice to the City.

#### **Health Insurance Premiums.**

**9.2 Full-Time Employees.** For all regular full-time employees, the Employer will pay one hundred percent (100%) of the premium costs of the benefits specified in Sections 9.1.1, 9.1.2 and 9.1.3, above. The Employer will pay ninety percent (90%) of the premium costs of the benefits specified in those sections for regular full time employees' eligible spouses and dependents.

To address the timing of the health insurance premium share change, the Employer will make a one-time payment of one-thousand dollars (\$1,000) to all regular full-time employees who were participating in the Employer's health insurance plan on January 1, 2022. All other regular full-time employees participating in the Employer's health insurance plan at the time of ratification will receive a one-time payment that has been prorated from their health benefit start date.

**9.3 Part-time Employees.** For regular part-time employees normally scheduled to work a minimum of twenty (20) hours per week and their eligible spouses and dependents, the City's premium contribution described in Section 9.2 will be reduced on a pro-rated basis according to the part-time employee's budgeted FTE.

#### **Changes to Health Insurance Plans.**

**9.4 Changes to Plan Benefits.** Benefit changes other than those plans specified in Section 9.1 will be made by mutual agreement.

## **Article X - Job Share**

**10.1 Definition and Implementation.** A job share position is defined as a full-time budgeted position, which is occupied by two (2) part-time employees. Job sharing shall be implemented, and thereafter continued, only upon the approval of the Supervisor and the Department Head of the relevant position(s) and, in the instance of an occupied position, the request of the employee.

**10.2 Schedule.** Employees will share a full-time position on a half-time basis using a work schedule, which is convenient to the City and the employees. Examples of schedules that might be used are: (1) Each employee works four (4) hours per day; (2) Each employee works forty (40) hours in alternating weeks; (3) Each employee works twenty-four (24) hours one week and sixteen (16) hours the alternate week; (4) Each employee works two and one-half (2-1/2) days per week.

**10.3 Coordination.** The employees will be expected to coordinate with each other so that the responsibilities of the position and the level of required productivity are not adversely affected.

**10.4 Compensation.** Each employee will be paid one-half (1/2) of the established salary for the position. Due to seniority, the two (2) employees may be paid at different steps in the salary grade, however, whenever one (1) employee is on vacation, sick leave or absent the second employee shall have right of first refusal for available hours. Whenever one (1) employee works during vacation, sick leave or other absence of the second employee, the working employee will receive additional compensation at the regular rate of pay for excess hours worked up to forty (40) hours in one (1) week. Any hours worked beyond forty (40) in one (1) week will be compensated at time and one-half.

**10.5 Benefits.** Each employee working a minimum of 20 hours a week will be entitled to the following prorated benefits:

1. Vacation, Sick Leave and Holidays on a pro-rated basis;
2. Medical, Dental and Vision insurance with the City share of the premium pro-rated;
3. Basic Life Insurance paid for in full by the City;
4. Participation in the state retirement program, the Public Employees' Retirement System (PERS) Plan 2 or Plan 3 and the Municipal Employees' Benefit Trust;
5. Participation in other employee programs, including but not limited to the Employee Suggestion Program, Wellness Program, and Employee Assistance Program.

## **Article XI – Evaluation**

**11.1 Procedure.** The following procedure shall be used to assist in the performance evaluation of the employee: Each employee shall be evaluated at least annually, and each evaluation shall concern an employee's work performance for the entire period since the most recent previous evaluation. The evaluation shall include reference to weaknesses and strengths with specific suggestions for improvement where appropriate and shall be reviewed with the employee. A copy of the evaluation will be placed in the employee's personnel file and a copy will be given to the employee. The employees will be given an opportunity to attach comments to the evaluation for the personnel file.

**11.2 Evaluation Appeal.** An employee may appeal an evaluation through the Grievance Procedure, Article XVI, but such appeal may not be submitted to arbitration.

## **Article XII - Change in Status**

**12.1 Definition of Seniority.** Seniority shall be defined as total length of service in a bargaining unit position with the City excluding the portion of unpaid extended leaves of absence in excess of thirty (30) calendar days. Unpaid leave means a leave granted pursuant to Article 8.2 and does not include leave in which the City extends benefits such as FMLA leave.

**12.2 Promotions and Transfers.** Appointment of employees to positions shall be made by the City upon selection of the applicants determined by the City in its sole discretion to be best qualified for the position(s) and after providing adequate opportunity and consideration for transfer and promotion of current employees. At the request of the employee, the City will provide the reasons for non-selection for the open position. Upon promotion an employee shall be placed on the wage scale at the step that provides at least a five percent (5%) per month increase in wages.

During the employee's six (6) month probationary period upon their promotion to a position within the bargaining unit, an employee may be demoted in the City's discretion and without recourse to the grievance procedure. Upon request by the employee, the City shall inform the employee of the rationale for the demotion.

**12.3 Reclassification.** Upon reclassification of a position to a higher classification, the incumbent employee shall be placed on the wage scale at the step that provides at least a five percent (5%) per month increase in wages.

**12.4 Reduction in Force.** An employee will receive fifteen (15) working days advance notice of layoff with a copy of such notice to the Union.

In the event of a reduction in force, the City shall determine the order of layoff based upon the qualifications, performance evaluations of record, specializations needed for retained positions, and seniority with the Union. When these factors are equal, employees shall be laid off in reverse order of seniority. Employees may "bump" or displace to a position in the same or lower pay grade if they meet the minimum qualifications and if their seniority exceeds that of the other employees in the pay grade.



For the purpose of bumping into the municipal court, an employee may bump or displace, if in addition, they meet the qualifications for the job and the needs of the court and the Judge. If the Judge in their discretion declines to accept the application and an employee who was eligible to bump is laid off due to the Judge's decision, that employee shall be entitled to one month of severance pay. In addition, the City shall pay directly to the insurance provider up to three (3) months of insurance premiums as set forth in Article IX for the employee.

Upon receipt of the Official Notice of Reduction in Force that will be mailed to the employee's address on file with the City, the employee will have a period of ten (10) working days in which to consider employment options. The Official Notice will include information pertaining to the employee's right to displace other employees as outlined in this section. A copy of the Official Notice will be sent to the Union.

Employees wishing to exercise their displacement rights must provide to the Human Resources Department, a Statement of Intent to Displace within the ten (10) working day notice period. Along with the Statement of Intent to Displace, the employee must identify a maximum of three (3) positions, listed in priority order, for which they are qualified and for which they have the required level of seniority. The employee must also include a full and complete description of verifiable qualifications for each position identified.

The City shall review within five (5) working days, in order, the employee's displacement choices based on their qualifications, performance evaluations of record, specializations and seniority. From this data, the City will determine the position (as high on the priority listings as possible), into which the employee is qualified to bump. Knowledge, skills, and abilities as contained in the current job description of the position in question shall be the basis from which the determination is made. In cases where qualifications, performance, and union seniority are equal, seniority will be the determining factor. The City shall not lay off bargaining unit employees in lieu of disciplinary action.

Employees who are displaced will be provided the same notice and rights as outlined above. If the Department Head and employee mutually agree, the displaced employee may take paid administrative leave for the duration of the fifteen (15) working day advance notice period.

Employees cannot gain hours through the "bumping" process. In other words, a part-time position may not bump a full-time position. In addition, employees who currently share a position (job share) can, together, petition to bump into a full-time position if they are qualified and meet the required level of seniority.

The pay grade of the position bumped into will prevail; however, the employee shall be placed at a step as comparable to their current pay as possible within the pay grade.

All displaced employees will be provided an out-processing interview to review their benefits and various options as an inactive employee on recall status. Displaced employees will not be allowed to "run out" accrued leave balances but will be paid out in accordance with the Union agreement.

Employees who move into a new position as a result of this process shall be in a trial status and shall receive written performance evaluations once a month throughout the six-month trial period. At the successful completion of the six-month trial period, the employee will resume the normal evaluation process as outlined in City policy. Employees who are unable to satisfactorily perform the duties of the new position will be subject to termination.

**12.5 Rehire.** All employees who are laid off in accordance with this procedure shall be placed in a recall pool for up to twenty-four (24) months for recall by seniority in positions for which they are qualified.

In the event of a recall, those employees laid off shall be the first to be recalled to fill vacancies in their former positions or any position for which they have bumping rights. All employees on the recall list shall be informed when a position opens. Those employees with the most seniority in the bargaining unit shall be recalled first, provided they can perform the duties required in the classification affected. The names of persons laid off shall be maintained on a recall list. The list will be maintained by the Human Resources Department.

For a period of twenty-four (24) months from the date of layoff, regular employees who were laid off will be placed on the City's job announcement mailing list to assist them in applying for other job vacancies for which they may be qualified.

Employees on layoff must keep the City informed of their current address and telephone number so that they may be contacted in a timely fashion. The City will notify employees by certified letter and document efforts to contact employees, and will send copies of all correspondence to the Union. If the City is unable to contact the employee within ten consecutive working days from the date of notification, the City's obligation to recall an employee for that position shall cease. From the date of the receipt of a recall notice, the employee who has been recalled will have five (5) working days to notify the City of their intent to return to work. Thereafter, the employee shall have ten (10) working days to report to work unless an extension is granted by the City. If the employee refuses a specific job offer within the 24-month layoff period, they shall be removed from the recall list.

The City shall have no obligation to recall Employees after they have been on continuous layoff for a period of 24 months.

If the individual is hired back within the 24-month layoff period, for purposes of leave accrual and MEBT vesting, an adjusted date will be used that reflects all previous months worked prior to layoff. Employees returning to their same position will have their annual performance evaluation date (anniversary date) adjusted to reflect their time off due to the reduction in force.

**12.6 Posting of Vacancies.** Position vacancies will be posted in all work locations for a period of five (5) working days. Postings will be longer than five (5) days if possible, without delaying the hiring process.

### **Article XIII - Suspension and Discharge**

**13.1 Probationary Employees.** During an employee's first six (6) months' employment with the City within the bargaining unit, the employee may be discharged at the City's discretion and without recourse to the grievance procedure.

**13.2 Discipline/Corrective Action.** The City agrees that an employee shall be disciplined, including suspension and discharge, only for just cause. The City agrees to follow the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Oral warning which shall be reduced to writing and noted as an oral warning;
2. Written reprimand;
3. Suspension or demotion; and
4. Discharge.

A corrective action plan in writing will be provided and discussed at each step of the disciplinary process. This action plan will include clear objectives, expectations, and timelines.

An employee suspended or discharged under the provisions of this Article must submit a grievance in writing as set forth in Article XVIII ("Grievance Procedure") within ten (10) days of the date that notice of the action is delivered to the employee and the Union. Coaching/Counseling Sessions and oral and written reprimands are deemed to be a means of communicating problems to an employee and are not subject to grievance beyond Step 3 of the grievance procedure. Discipline involving economic impact (suspension, demotion, and discharge) may move beyond Step 3 of the grievance process.

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate which may include skipping above steps to address severe discipline issues.

Records of oral warnings shall be removed from the employee's file in the Human Resources Department after a one (1) year period if no related violations occur. Discipline involving a written reprimand or suspension shall be maintained in the employee's official personnel file.

The Department of Human Resources shall be the central depositor for all official personnel records and files. Employees shall be provided a copy of all adverse material placed in the official file at the time the material is included in the file. All official personnel records shall be maintained by the Department of Human Resources.

**13.3 Written Notice.** Upon request by the affected employee, the City will provide the employee in writing the reasons for suspension or discharge. Provided, that the reasons set forth shall not preclude the City from presenting additional evidence of the grounds for the action at any subsequent arbitration hearing.

## **Article XIV – Union Rights**

**14.1 Union Access.** Upon application to the supervisor, the authorized representatives of the Union shall be granted access to the City's premises at any reasonable time for the purpose of adjusting grievances, investigating working conditions, or ascertaining that provisions of this Agreement are being adhered to; provided, that they do not interfere with employees in the performance of their duties.

**14.2 Bulletin Boards.** The City will make available suitable space in each building for the use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union.

**14.3 Labor Management Committee** The parties shall establish a joint Labor-Management Committee that shall meet on an as needed basis. The Committee shall be composed of an equal number of the Directors/Division Managers and members of the Union.

It is understood that the committee shall function in a consultative capacity and shall not be considered a collective bargaining forum, nor a decision-making body unless the parties mutually agree to otherwise on a given topic. Either the Union or the City may initiate a discussion on an appropriate topic.

## **Article XV – Rights of Management**

**15.1 General.** It is understood that the City retains its right to manage personnel and operate its Departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types; provided, that no bargaining unit employees lose their employment as a result of the City's decision to contract for services.

**15.2 Method of Providing Service.** Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and the parties pledge their agreement with the objective of achieving the optimal level of employee performance and efficiency and reasonable working conditions consistent with safety, good health and sustained effort. In order to achieve this goal, the parties hereby recognize the City's right to determine the personnel, the methods, processes and means of providing municipal services, to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to specific jobs within the bargaining unit, and the temporary assignment of employees covered by this Agreement to jobs outside the bargaining unit. Employees temporarily assigned to positions outside the bargaining unit shall retain all benefits and protections provided by this Agreement.

**15.3 Performance Standards.** The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. Such performance standards shall be reasonable.

**15.4 Article Not Subject to Grievance Procedure.** The exercise of any rights provided in this Article shall not be subject to the grievance procedure unless such exercise is thought to violate the express terms of this Agreement.

#### **Article XVI – Work Stoppage**

The City and the Union agree that the public interest requires the 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, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City.

#### **Article XVII – Miscellaneous**

**17.1 Mileage.** All employees who have been authorized to use their own transportation on City business shall be reimbursed at the rate authorized by the Internal Revenue Service for employee mileage.

**17.2 Use of Personal Vehicle.** No employee shall normally be required to use a personal vehicle on City business.

**17.3 Training Program.** The City may provide employees release time with pay or compensatory time off to attend training programs that the City determines will be beneficial to their job performance. The City will attempt to provide notice of such training opportunities by posting notice or otherwise providing appropriate notice. If the City requires attendance at such training programs, the City will pay the expenses incurred.

**17.4 Conferences.** Matters of common concern to the parties concerning the application or interpretation of this Agreement will be the subject of Meet and Confer discussion upon request of either the City or the Union Representative. Such meetings will be scheduled at the mutual convenience of both parties.

**17.5 Personnel Files.** The employee and/or representative may examine the employee's personnel file in the offices of the Human Resources Department if the employee so authorizes and releases the City from any obligation for breach of confidentiality in writing. Material placed into the employee's file relating to job performance or personal character shall be brought to their attention. The employee may challenge the propriety of including it in the files. If the City refuses to remove the challenged material, the employee shall not have the right to the grievance procedure, but the employee shall have the right to insert documentation into the file, providing such documentation is relevant to the challenge. Except as may be required by state or federal laws or regulations, unauthorized persons shall not have access to employee files or other personal data related to their employment.

**17.6 Recreation Passes.** Employees shall be provided free of charge with weight room, gym, and swimming pool passes to be used during non-working hours.

**17.7 Reclassification Requests.** It is the supervisor's responsibility to maintain the employee's primary job assignments within the existing job description, until a revised job description is approved. Requests for revised job descriptions can be made by the Department Director to the Human Resources Department. Revised job descriptions, along with the appropriate pay grade, are subject to the Mayor's approval, before submittal to the Finance Committee and City Council for their approval.

**17.8 Drivers License Verification.** All employees operating a City of Edmonds vehicle must have a valid Washington State Drivers License (DL). Any employee operating a City of Edmonds vehicle on a suspended or revoked DL is subject to disciplinary action up to and including termination.

## **Article XVIII – Grievance Procedure**

The grievance procedure provides the means by which disputes or problems between the parties which arise concerning the application, meaning, or interpretation of this Agreement are to be resolved.

An alleged violation of the Agreement must be taken up at Step 1 of the procedure within fifteen (15) working days from the time the employee had knowledge, or in the normal course of events should have had knowledge, of the occurrence that created the alleged violation. Disciplinary actions, including suspension and discharge, must also be grieved within the fifteen (15) working day period. See Article XIII ("Suspension and Discharge").

**18.1 Grievance Steps.** When an employee has a grievance, they shall bring it to the attention of their immediate supervisor, and the employee and supervisor shall attempt to settle the grievance. If the grievance cannot be settled, the employee shall state the grievance in writing and present it to their supervisor in accordance with the procedure set forth below:

**a. Step 1.** An employee and/or the Union, within fifteen (15) working days from the occurrence or knowledge of the occurrence of an alleged grievance, shall bring said grievance to the attention of the immediate supervisor in writing, stating clearly the facts and issues relating to the grievance, including but not limited to: (1) the date of the alleged violation; (2) a description of the alleged violation; (3) the provision(s) of the Agreement allegedly violated; and (4) the remedy sought. The parties shall attempt to meet and resolve the grievance within ten (10) working days. The immediate supervisor will respond within ten (10) working days of the meeting.

**b. Step 2.** If a satisfactory settlement is not reached in Step 1, and the employee wishes to pursue the matter further, said written grievance, unchanged, showing the response if any from Step 1, shall be submitted to the Department Head within ten (10) working days after the decision from Step 1. The parties shall attempt to meet to resolve the grievance within ten (10) working days of the date of the written submittal. The Department Head shall rule on the merits of the alleged grievance and respond in writing within ten (10) working days of the meeting. In the event

the employee's immediate supervisor is the Department Head, the Mayor or their designee shall consider the grievance at this step.

c. **Step 3.** If a satisfactory settlement is not reached at Step 2, the grievant with authorization from the Union may submit the written grievance, unchanged, showing the responses if any from Steps 1 and 2, to the Mayor within ten (10) working days after the decision from Step 2. The parties shall attempt to meet to resolve the grievance within ten (10) working days of the written submittal. Failure of the Mayor or their designee to satisfactorily resolve the alleged grievance shall permit the Union the right to submit a demand for arbitration to the City in writing within ten (10) working days of receipt of the response at Step 3 or, failing a response, within ten (10) working days of the date the response was due.

d. **Selection of Arbitrator.** The City and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the City and the Union are not able to agree upon an arbitrator within ten (10) working days after receipt by the City of the written demand for arbitration, the parties shall jointly request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from Washington and/or Oregon sub-regions. Within ten (10) working days after receipt of same, the parties shall alternately strike the names of the arbitrators until only one name remains, who shall hear the dispute. The party striking first will be the winner of the flip of a coin.

e. **Authority of the Arbitrator.** The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be presented in writing, and shall be final and binding upon the parties; provided that the decision does not involve action by the arbitrator beyond their jurisdiction.

**18.2 Union Assistance.** Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

**18.3 Expenses.** Each party shall pay the compensation and expenses for its own representatives and witnesses, including attorneys' fees. The parties will share equally the costs and expenses of the arbitrator.

**18.4 Time Requirements.** If the grievant fails to take the action required within the times provided herein, they shall forfeit the right to further protest the grievance, denial of the grievance or interim recommended solution. Failure on the part of the City to respond at Step 1 within the specified time limit shall automatically move the grievance to the next step.

## **18.5 Conflict Resolution Process**

### **Purpose**

To address and resolve employee conflicts and/or problems in the workplace that are not covered under the scope of a labor agreement, Personnel Policies, or other formal means of grievance resolution. The Conflict Resolution Process (CRP) addresses conflicts between employees and/or supervisors arising from problems involving personal differences, inappropriate behavior, poor communications, or similar reasons. The intent of the CRP process is to resolve poor working relationships, which adversely impact others or services.

### **Process:**

All employees are encouraged to discuss problems they are experiencing with their co-workers or supervisor in an honest and frank manner. Both parties are encouraged to resolve the conflict or problem among themselves in the most fair way, which is mutually acceptable to both parties. If the problem cannot be resolved among the involved parties, the employee may initiate the next step in the CRP process.

**Step 1.** Any employee with or without the assistance of a representative can initiate the CRP process by providing the other party(s) in the dispute with a written notice containing short statements outlining 1) the problem or conflict, 2) the adverse impact upon the employee, and 3) the remedy sought. A copy of the written notice must also be provided to the other party's supervisor. The other party must respond in writing to the employee within one calendar week with a copy of the response also going to their immediate supervisor.

**Step 2.** If the conflict is not resolved by these actions, the employee shall request in writing for the other party's supervisor to resolve the issue(s). At the request of either party a mutually agreeable mediator/fact finder will be invited to assist the parties in reaching a mutually agreeable resolution. The expense of the mediator, if any, shall be paid by the City. This action must be taken within two calendar weeks following receipt of the employee's request for resolution of the issue(s).

**Step 3.** If the two parties involved in the dispute are not successful in resolving the issue(s), the supervisor and/or mediator shall prepare a written report outlining the facts presented by both parties involved in the issue along with a recommendation for a fair and equitable resolution to the problem. This report shall be provided to both parties in a confidential manner.

**Step 4.** If the parties have not mutually resolved the issue(s) within one week following receipt of the mediator's report, the report shall be submitted to the Mayor. The Mayor shall review the report and issue a final resolution to the problem, which shall be binding upon all parties involved in the dispute. The parties shall carry out the Mayor's directive in a cooperative manner. Retaliatory action from either party is strictly prohibited.

**Step 5.** A follow-up action will be conducted by the Human Resources Department, after forty-five (45) days, to ensure compliance with the Mayor's resolution. A written follow-up report will be provided to all parties involved, including the Mayor.



**Article XIX - Entire Agreement**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

**Article XX - Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, ordinance, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation that parties mutually agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**Article XXI - Term of Agreement**

The terms and conditions of employment contained in this 2022 through 2024 Labor Agreement shall become effective upon its adoption by the Employer, except where noted otherwise in the agreement, and shall remain in effect through December 31, 2024 and during the course of negotiations on a successor Labor Agreement.


**EDMONDS EMPLOYEE ASSOCIATION,  
LOCAL 3517 (AFSCME COUNCIL 2)**

Bill Keenan


Organizer/Representative

Date 11-23-22

  
Bargaining Team Member

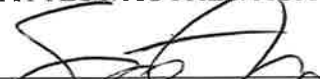
  
Bargaining Team Member

**CITY OF EDMONDS**


  
Michael Nelson, Mayor

Date

ATTEST/AUTHENTICATED:

  
Scott Passey, City Clerk

APPROVED AS TO FORM:

  
Office of the City Attorney

## APPENDIX “A”

### 1. RATES OF PAY, EFFECTIVE:

**January 1, 2022**

**2022**

PAY GRADE	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI
NE-37	7,987	8,386	8,806	9,246	9,708	10,194
NE-36	7,607	7,987	8,386	8,806	9,246	9,708
NE-35	7,245	7,607	7,987	8,386	8,806	9,246
NE-34	6,900	7,245	7,607	7,987	8,386	8,806
NE-33	6,571	6,900	7,245	7,607	7,987	8,386
NE-32	6,258	6,571	6,900	7,245	7,607	7,987
NE-31	5,960	6,258	6,571	6,900	7,245	7,607
NE-30	5,676	5,960	6,258	6,571	6,900	7,245
NE-29	5,406	5,676	5,960	6,258	6,571	6,900
NE-28	5,149	5,406	5,676	5,960	6,258	6,571
NE-27	4,903	5,149	5,406	5,676	5,960	6,258
NE-26	4,670	4,903	5,149	5,406	5,676	5,960
NE-25	4,448	4,670	4,903	5,149	5,406	5,676
NE-24	4,236	4,448	4,670	4,903	5,149	5,406
NE-23	4,034	4,236	4,448	4,670	4,903	5,149
NE-22	3,842	4,034	4,236	4,448	4,670	4,903
NE-21	3,659	3,842	4,034	4,236	4,448	4,670

#### **A.1 Wages**

Wages for 2022 for all EDMONDS EMPLOYEE ASSOCIATION, LOCAL 3517 (AFSCME COUNCIL 2) employees employed by the City on the final date of ratification by both parties, will be as set forth above and will be retroactive to January 1, 2022. Retroactive wage payments will be made to each member of the bargaining unit in a separate check. The 2022 wage schedule is a newly created schedule based on the results of a market study. The new schedule had a five and a half percent (5.5%) increase applied using the parameters provided for 2023 and 2024 increases.

Employees who are no longer active employees with the Employer at the time of ratification shall not be paid retroactive pay under this Agreement. Employees who remain active employees with the Employer shall receive any agreed upon retroactive pay, even if they have taken a position with the Employer outside the bargaining unit prior to ratification of this Agreement.

Effective January 1, 2023, the monthly rates of pay for each classification covered by this Agreement shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index semi-annual average from June to June of the previous year, with a minimum increase one percent (1%) and a maximum increase of five and one-half percent (5.5%). The Index used shall be the Consumer Price Index for Urban Consumers (CPI-U), All Items Indexes, Revised Series (1982-84+100) for the Seattle-Tacoma-Bellevue area, as published by the Bureau of Labor Statistics.

Effective January 1, 2024, the monthly rates of pay for each classification covered by this Agreement shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index semi-annual average from June to June of the previous year, with a minimum increase four and one-half percent (4.5%) and a maximum increase of five and one-half percent (5.5%). The Index used shall be the Consumer Price Index for Urban Consumers (CPI-U), All Items Indexes, Revised Series (1982-84+100) for the Seattle-Tacoma-Bellevue area, as published by the Bureau of Labor Statistics.

**A.2 Wage Step Advancement.** Step advancement shall be based upon completion of the applicable length of service and satisfactory performance. If the completion of such period of time occurs on a date other than the beginning of a semi-monthly pay period, the advancement to the new pay step shall become effective at the beginning of the next semi-monthly pay period.

The normal probationary period is six (6) months from the employee's date of hire, rehire or promotion. The Mayor may authorize the department director to extend the probationary period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee. Extensions for represented employees also require concurrence with the Union.

After successful completion of the six (6) month probationary period, an employee shall receive a step increase of one step not to exceed the maximum step of the negotiated pay grade table. The completion of probation establishes the anniversary date used for future performance evaluations and/or step increases.

The City shall have the right to place an employee in any pay STEP above the minimum set forth herein, in which event, advancement of said employee to each of the next higher pay STEPS shall be governed by this section A.2. The six (6) month probationary STEP increase shall apply regardless of the STEP in which the employee is initially placed.

**A.3 Provision of Tools, Clothing and Safety Equipment.** Any boots to be worn by employees shall be purchased by the employees upon their initial hiring. Thereafter, engineer inspector, engineering technician, engineering aide, senior construction inspector, building inspector, combination inspector, senior combination building inspector, plans examiner, senior plans examiner, stormwater technician, and code enforcement officer will receive up to two hundred dollars (\$200.00) per year for replacement of boots if necessary. Thereafter the allowance will be increased by the Consumer Price Index as calculated in Section A.1 and rounded to the nearest dollar. The City will provide rubber boots for the aquatics/athletic coordinator. Any

raingear and/or uniform necessary shall be provided on a department basis and used by employees as needed.

#### **A.4 Position Classification Schedule**

<b>Job Title</b>	<b>Pay Grade</b>
Accountant, Senior	NE-37
Accountant	NE-36
Financial Manager for Public Works & Utilities	NE-36
GIS Analyst, Senior	NE-36
Human Services Program Manager	NE-36
Information Systems Specialist, Senior	NE-36
Combination Building Inspector, Senior	NE-35
Community Strategist-Public Information Officer	NE-35
Construction Inspector, Senior	NE-35
GIS Analyst	NE-35
Information Systems Specialist	NE-35
Plans Examiner, Senior	NE-35
Code Enforcement Officer	NE-34
Engineering Technician III	NE-34
Environmental Education and Sustainability Coordinator	NE-34
Plans Examiner	NE-34
Probation Officer, Senior	NE-34
Building Inspector	NE-33
Combination Building Inspector	NE-33
Executive Assistant - Parks & Rec	NE-33
Executive Assistant - Public Works	NE-33
Probation Officer	NE-33
Recreation Coordinator	NE-33
Stormwater Technician, Senior	NE-33
Web Systems Analyst	NE-33
Comm Services Program Coordinator	NE-33
Engineering Technician II	NE-32
Public Records Officer	NE-32
Stormwater Technician	NE-32
Systems Support Tech	NE-32
Accounting Specialist, Senior	NE-31
Deputy City Clerk	NE-31
Permit Coordinator, Senior (Dev Services)	NE-31
Permit Coordinator, Senior (Engineering)	NE-31
Accounting Specialist - AP/AR	NE-30
Accounting Specialist - Payroll	NE-30
Accounting Specialist - Utility Billing	NE-30
Administrative Assistant, Senior	NE-30
Engineer Technician I	NE-30

Office Coordinator (WWTP)	NE-30
Public Records Associate	NE-30
Administrative Assistant - Admin Services	NE-29
Administrative Assistant - Dev Services	NE-29
Administrative Assistant - Engineering	NE-29
Administrative Assistant - General	NE-29
Administrative Assistant - Planning	NE-29
Administrative Assistant - Public Works	NE-29
Cultural Arts Program Specialist	NE-29
Lead Court Clerk	NE-29
Permit Coordinator	NE-29
Court Clerk	NE-28
Business License Clerk	NE-27
Program Assistant - Parks & Rec	NE-27
Social Worker	NE-27
Human Services Program Support	NE-25
Senior Office Specialist - Admin Services	NE-25
Senior Office Specialist - Parks	NE-25
Recreation Leader - Day Camp	NE-23
Recreation Leader - Gymnastics	NE-23
Recreation Leader - Interpretive Specialist	NE-23
Recreation Leader - Preschool	NE-23
Preschool Assistant – Meadowdale Preschool	NE-21
Permitting Program Manager	NE-32

\*The Permitting Program Manager is currently classified on the non-represented salary schedule. The City recognizes this position is covered by the union. The City and the Union agree to maintain this position's non-represented wages (including approved COLAs) until appropriate placement on the AFSCME wage schedule can be bargained.

### **Senior Level Positions**

The following positions shall progress to "Senior" status after three (3) years of satisfactory performance at their introductory position:

- Senior Accountant
- Senior Accounting Specialist
- Senior Administrative Assistant
- Senior GIS Analyst
- Senior Information Systems Specialist
- Senior Probation Officer
- Senior Stormwater Technician

Senior progressions will be effective retroactive to January 1, 2022, allowing eligible employees to move ranges immediately upon ratification. Progression to a Senior equivalent shall occur after 3 (three) years of satisfactory performance in the non-sr. role and will be a cost-neutral progression.

Employee will advance to the next range and shall move back a step. The City may hire an employee directly into a Senior position upon the City's determination that the employee has appropriate experience.

#### **A.5 – Longevity Pay**

Effective January 1, 2023, and based on total length of service at the City, employees shall receive, in addition to their monthly rate of pay set forth in Appendix A., monthly Longevity Pay in accordance with the following:

<u>Seniority</u>	<u>Longevity Pay</u>
Start of 61 <sup>st</sup> month (5 years)	1% of employee's monthly rate of pay
Start of 121 <sup>st</sup> month (10 years)	1.5% of employee's monthly rate of pay
Start of 169 <sup>th</sup> month (14 years)	2% of employee's monthly rate of pay
Start of 217 <sup>th</sup> month (18 years)	2.5% of employee's monthly rate of pay
Start of 301 <sup>st</sup> month (25 years)	3% of employee's monthly rate of pay

Longevity pay increases shall be effective upon the beginning of the next semi-monthly pay period following the date the employee completes the respective number of years.

Eligible employees will continue to receive the formerly established Longevity Pay through 12/31/2022.

#### **A.6 – Additional Language Premium Pay**

Employees in a bargaining unit position who possess, and are required by the City to use, approved additional language skills shall receive the following Additional Language Premium Pay if the employee is required to provide interpretation services at least once per day for at least Seventy-Five Percent (75%) of their total annual workdays:

Court employees: \$200/month paid in \$100 increments each pay period  
All other employees: \$100/month paid in \$50 increments each pay period

The employee's department head will provide Human Resources with confirmation that the employee meets these requirements at the time this Agreement is executed. To be eligible for Additional Language Premium Pay, the employee must pass a language proficiency test coordinated by the City to demonstrate their ability to speak, understand, and clearly communicate in the additional language at the level needed for either general or legal interpretation services. Target languages include Spanish, Asian and Pacific Island languages, other Indo-European languages, and other languages as approved by the employee's department director.

Eligible employees will be allowed to receive the Additional Language Premium as stated above retroactive to January 1, 2022.