



City of Bothell™

PAGE

**AGREEMENT**

By and Between

CITY OF BOTHELL

and

THE WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES  
AFSCME - AFL-CIO LOCAL #3845

January 1, 2020 - December 31, 2022

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**January 1, 2020 - December 31, 2022**

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**AFSCME AGREEMENT, LOCAL #3845**  
**January 1, 2020 - December 31, 2022**

This Agreement is by and between the City of Bothell (hereinafter referred to as the "City") and the Washington State Council of County and City Employees AFSCME - AFL-CIO Local #3845 (hereinafter referred to as the "Union"), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

**PREAMBLE**

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement. Both parties further agree that in the interest of collective bargaining and harmonious relations, they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and Union regard all personnel as public employees who merit the trust and confidence of the general public and fellow employees.

**ARTICLE 1 - RECOGNITION AND BARGAINING UNIT**

Section 1. According to the PERC definition as set forth in Case Number 4295-E-82-796, those included in this bargaining unit include all regular full-time and regular part-time and limited term City employees except uniformed Fire and Police Officers, Department Heads, confidential employees and supervisory personnel. The City recognizes the Union as the sole and exclusive representative of the bargaining unit for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Section 2. Limited term employees.

- A. Limited term employees are those who work 70 hours or more per month for 5 or more months out of any 12 months, and do bargaining unit work.
- B. Said employees shall become members of the Union under the provisions of Article III - Union Security.
- C. Limited term employees are hired to fill positions for a pre-determined time period or to complete a special project, but for no more than 24 months unless agreed to by the Union and the City.
- D. Such employees shall be entitled to the full benefits and rights granted by this Agreement; provided, however, the Union agrees that such employees shall not have access to the grievance procedure for decisions related to tenure of employment.
- E. Limited term employees serve a 12 month probationary period.
- F. Limited term employees may compete for open, regular positions with the City, and if appointed, serve a new probationary period in the regular position, in accordance with Article 9, Section 2.

- G. If appointed to a regular position with the City, time spent as a limited term employee shall count toward seniority for any of the purposes established by this contract; provided there was no break in employment with the City.
- H. Limited term employees shall not replace or supplant regular employees' bargaining unit work.

Section 3. Temporary and/or seasonal employees are not covered by this Agreement. The term of employment of temporary employees will not exceed five (5) months (no more than 800 hours annually) without mutual written agreement between the City and the Union.

Section 4. Regular and limited term part-time employees employed a minimum of 30 or more hours a week or 1560 hours/year are considered "full time" employees and shall receive full health care benefits and pro-rated leave benefits provided herein; regular part-time employees who work 20 or more, but less than 30 hours a week are considered "part-time" employees and shall receive pro-rated benefits described herein, based on the number of hours in their regularly scheduled work period.

Section 5. Provisions specific to Police Department employees are contained in Addendum A.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the City possesses the sole right and authority to manage and direct the employees of the City and its various departments in all aspects except as modified in this Agreement. These rights include, but are not limited to:

- A. To determine its mission, policies that do not conflict with this Agreement, and to establish all standards of service offered to the public.
- B. To determine the methods, means and number and kinds of personnel needed to perform departmental services.
- C. To direct the working forces.
- D. To hire and assign or to transfer employees consistent with the terms of this agreement to positions for which they are qualified within the City service.
- E. To promote, suspend, discipline or discharge for just cause.
- F. To prepare and/or revise, with employee participation, and Union participation when there is a conflict with this contract, the City of Bothell Employee Personnel Policies, and departmental policies, procedures, and guidelines.

- G. To enforce said Personnel Policies, subject to the appeals procedure contained therein.
- H. To introduce new or improved methods, equipment or facilities.
- I. To contract out for goods and services, and to meet and confer with Union and employees regarding such action. Said meet and confer process may occur at the Labor Management Committee.
- J. To supplement the workforce with volunteers and temporary employees, to (a) perform new duties or tasks and (b) to assist in duties performed by bargaining unit employees.
- K. To take any and all actions necessary (including in times of emergency) in a manner consistent with the provisions of this Agreement.

Section 2. The City Council shall have the sole authority to determine the purpose and policies of the City and the amount of budget to be adopted thereto.

### **ARTICLE 3 - UNION SECURITY**

Section 1. The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

Section 2. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union official or staff representative.

Section 3. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and transfer that amount to the Union upon receipt of an Authorization for Payroll Deduction.

Section 4. 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 dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the Authorization for Payroll Deduction executed by the employee.

Section 5. The Employer agrees to notify the Local Union President of any new positions and new employees. A Union official shall be granted time, as approved by his or her supervisor, to provide a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

Section 6. The Union shall indemnify and hold the City and its agents harmless from any and all claims from any person arising out of the administration of this Article.

#### **ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE**

Section 1 - Intent. It is the intent of the City and the Union to meet from time to time to discuss, in a non-adversarial and collaborative forum, matters not specifically addressed in this Agreement.

#### **Section 2 - Schedule and Composition.**

- A. The Labor Management Committee will meet quarterly, or more or less often as needed.
- B. The Committee shall be comprised of three (3) management members and three (3) Union members. Both parties will attempt to select members from a broad spectrum of City departments. Names of the members shall be provided to each party by January 1 of each year.
- C. The Committee may utilize outside resources as needed and appropriate. This may include an individual who is concerned about or directly affected by a specific issue or policy.

#### **Section 3 - Purpose and Format.**

- A. An agenda shall be jointly developed by both parties one (1) week prior to the meeting date.
- B. The meetings shall normally be held during regular working hours and at no loss of pay to the employees participating.

Section 4 - Limited Scope. No matters or conclusions discussed in the Labor-Management meeting shall contradict, add to, or delete from any provisions of this Agreement.

#### **ARTICLE 5 - NON-DISCRIMINATION**

Section 1 - Discrimination Prohibited. Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of gender, gender identity or expression, sexual orientation, marital status, race, color, creed, national origin, age, or the presence of a sensory, physical or mental handicap.

Section 2. The City and the Union agree that the application of this Agreement and City Personnel Policies, Rules or Regulations will be administered in a uniform manner, considering all relevant circumstances.

## **ARTICLE 6 - DISCIPLINE**

Section 1 - Employee Discipline. The City shall not discipline or discharge any post-probationary employee without just cause. Any employee may choose to have a Union representative or another Union member present at all meetings during pre-disciplinary or disciplinary proceedings. For the purposes of this section, verbal coaching/counseling sessions between a supervisor/manager and employee that are informal and intended to improve or modify work performance are not classified as pre-disciplinary or disciplinary proceedings.

Section 2 - Disciplinary Action. Disciplinary action or measures may include documented oral reprimand, written reprimand, suspension, reduction in step, demotion or discharge, according to the City of Bothell Personnel Policies. The City agrees that disciplinary action is intended to be progressive in nature; however, the City may advance to more serious disciplinary action if warranted by the violation.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

Section 1 - Intent. It is the desire of the City, its management, Union and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Union in the case of Union rights) with respect to the interpretation or application of the provisions of this Agreement.

### Section 2 - Procedure.

STEP 1: An employee must present a grievance in writing within fifteen (15) calendar days of the date the employee knew or should have known of the occurrence to the employee's supervisor who shall attempt to resolve it and respond in writing within fifteen (15) calendar days after it is presented.

STEP 2: If the employee is not satisfied with the solution by the immediate supervisor, the grievance, in writing, may be presented within fifteen (15) calendar days of the supervisor's response to the Department Head by a Union representative. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. Such information shall be submitted on an official Grievance Form, which shall be provided by the Union. The Department Head shall attempt to resolve the grievance and respond in writing within fifteen (15) calendar days after it has been presented.

Alternatively, by mutual agreement of the Union and the City, non-disciplinary grievances may be submitted to the Labor Management Committee for resolution. The Labor Management Committee will consider the statements of the employee and the City and attempt to resolve the matter within fifteen (15) calendar days of submittal. The Committee's role is limited to facilitating

dispute resolution; it may not compel settlement and no record of the Committee is admissible in arbitration. If the employee is not satisfied with the solution of the Committee, the grievance may then be filed, in writing, within fifteen (15) calendar days, with the Department Head.

**STEP 3:** If the Union Board is not satisfied with the solution by the Department Head, the grievance may be presented within fifteen (15) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within fifteen (15) calendar days after it is presented.

**STEP 4:** If the grievance is not resolved by the City Manager within fifteen (15) calendar days, the grievance may be referred to a mediator. The City and the Union shall attempt to select a mediator by mutual agreement. In the event the parties are unable to agree upon a mediator, either party may forward a request to the Executive Director of the Public Employment Relations Commission (PERC) to assign a Mediator from his staff. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within fifteen 15 calendar days.

- a) Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b) The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c) The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, he shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d) If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

**STEP 5:** Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within twenty (20) calendar days after the receipt of the answer in Step 4. If the request for arbitration is not filed by the Union Staff Representative or the Employer within twenty (20) calendar days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by

mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first two (2) names shall be determined by a flip of a coin. The other party shall then strike the next two (2) names and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

### Section 3 - Miscellaneous Provisions.

- A. The cost of the arbitration shall be borne equally by the parties including the Arbitrator's fees and expenses, room rental and cost of record.
- B. Each party shall bear the cost of the preparation and presentation of its own case and for compensating its own representatives and witnesses.
- C. The term "employee" as used in this Article shall mean an individual employee, a group of employees, and/or their Union representative.
- D. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.
- E. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- F. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

- G. Any grievance shall be considered settled at the completion of any step if the employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.

## **ARTICLE 8 - NO STRIKES OR LOCK-OUTS**

Section 1. The City and the Union recognize 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, neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.

## **ARTICLE 9 - PROBATION**

Section 1 - Probation Period, New Hires. A newly hired employee shall have a probationary status of twelve (12) months. A probationary employee will receive a performance appraisal at six (6) months of employment. An employee may be terminated at any time during the probationary period without recourse to the grievance procedure (Ref. Article 6, Section 1).

Section 2 - Probationary Period - Promotions, Demotions and Transfers. All promotions, demotions and transfers shall be subject to a six (6) month probationary period. In the event a promoted or transferred employee is found to be unsatisfactory following a performance evaluation after six (6) months, the employee shall be restored to his/her previous position. If a demoted employee fails to pass the probationary period, and the demotion was voluntary, the employee will be restored to his/her previous position. For the purposes of this Section, a) promotions shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a higher salary range; b) transfer shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement in the same salary range; and demotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a lower salary range.

## **ARTICLE 10 - LAYOFF AND RECALL**

Section 1 - Layoff/Recall. If it becomes necessary to reduce the number of employees employed by the City at any time, the City Manager, after consultation with the Department Head, may abolish any position. Layoffs may result from lack of work, budgetary restrictions, or other changes that have taken place. The employee to be laid off shall be given fourteen (14) days' notice before such layoff is to take place. No regular employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which the regular employee is qualified. In determining who in any classification is to be laid off, consideration will be given to individual performance and seniority in the affected classification. In cases where qualifications are equal, seniority shall

govern. The City Manager shall place the names of employees laid off on an eligibility list for recall. The list shall remain active for two years. Employees on this list shall receive the first offer of re-employment for vacancies in their previous job provided they return to work within 30-days.

Employees selected for layoff shall have the option of bumping employees in the next lower classification within their department. In determining who in any classification is to be bumped, consideration will be given to individual performance and seniority as defined by hire date with the City.

Section 2. Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, to the employee's last address of record. It is an employee's responsibility to keep the City advised of his or her whereabouts.

## **ARTICLE 11 – CLASSIFICATION CHANGES**

Section 1 – Policy. It is the intent of the City to provide current and accurate classification (position) descriptions, and to insure that all employees are working within the classification for which they were hired. Department Heads are responsible for assuring that the employee's in their department is working within his/her proper classification. Employees are responsible for notifying their Department Head when they believe that they are working outside of their assigned job classification. The City Human Resources Department will insure that revisions of classification descriptions will be made as often as is necessary to maintain current and accurate position descriptions. Not all revisions to descriptions result in change of classification of employees. A change in classification is required when there are significant changes to the duties and responsibilities of a classification, and is not used to address an increase/decrease in volume of work, or for the exclusive purpose of providing a salary increase.

### Section 2 – Procedure.

#### 2.1. Procedure for Evaluating Classifications.

- A. An employee may submit a written request on the forms provided by Human Resources to the Department Head and Human Resources for a reclassification of their position; or
- B. The employee and Department Head, (or designee), will review the employee's job description as a part of the annual evaluation process. Any significant changes to the duties and responsibilities of the job will be addressed through a reclassification process; or
- C. Prior to recruiting for any vacant position, the Department Head, (or designee), will review the job description and address any significant changes to the duties and responsibilities of the job through a reclassification process prior to advertising for the position; or

- D. Periodically a Department Head may find the need to significantly change an employee's job duties and responsibilities. The Department head will submit a classification change request during the City budget process. Human Resources will evaluate the requests during the budget process and make recommendations to the City Manager. The City Manager will include any approved classification changes in the Budget Recommendation for consideration by the City Council.

The Department Head will conduct the review and provide a written response to the employee within 30 days and may initiate a request for an analysis of a classification change by submitting a written request to the Human Resources Department. A job analysis is conducted to determine whether the request is a significantly different level of duties and responsibilities from the original classification description. Human Resources then makes a recommendation to the Department Head, and to the City Manager for approval. If approved, an incumbent employee will be moved to the changed classification. The City Manager's decision is final, pending Council approval of any reclassification.

2.2 Evaluation Criteria. The following criteria are examples used in evaluating reclassification requests:

- A. Changed duties that may result from additions, expansions, or reductions of responsibilities.
- B. Changed qualifications, required education and training, and/or required licenses or certifications for the position.
- C. Consolidation or reassignment of duties which significantly change the position.
- D. Significant change in knowledge/expertise to address technology that is required to perform the duties of the classification.
- E. The Department's present and future organizational structure and service delivery needs.

2.3 Salary Change for Changed Classifications

- A. Upon change of classification to a position at a higher salary range, the employee will be placed at a step which is at least one step (4 percent) higher than that which is currently paid the employee, but not less than Step 1 of the new range. If reclassification is concurrent with an employee's performance appraisal increase, then a salary increase for a performance related action would also be made.

- B. In the event an evaluation shows that a classification needs to be placed at a lower salary range, the incumbent will be placed at a step that most closely matches his/her current salary rate. If the step in the new range is lower than the incumbent's current salary rate, the rate will be frozen (unaffected by cost-of-living increases or step increases) until the newly assigned rate moves up to the incumbent's range.
- C. If the analysis finds that the reclassification is warranted, but the City does not approve the reclassification, the City may remove the duties of the higher classification in lieu of approving the reclassification. Provided that the employee will be compensated for the higher level work performed to date. If the reclassification request is approved, payment of any salary increase will be retroactive to the date the reclassification request was received by the Department Head.

#### 2.4 Out-of-Classification Pay

Employees who substantially fulfill the scope of a higher classification on a temporary basis shall be compensated for such work. Out-of-classification assignments shall be offered to the most senior, qualified employee who is available and meets performance expectations in their current position. Management shall notify the employee of such assignment in writing. Included in this notification will be a clear description of the expectations and time frame of the assignment. The employee appointed to the higher classification shall be placed in the new range that most closely matches their assigned responsibility during the period of assignment. The employee shall receive at least 4% increase and be placed in the step closest to a 4% increase in the new range without going below 4%. Management may choose not to make temporary out-of-class assignments.

### ARTICLE 12 - HOURS OF WORK AND OVERTIME

Section 1 - Normal Work Week. Except as provided elsewhere in this Agreement, the normal work week shall consist of forty (40) hours worked per calendar week for all full-time employees and consist of twenty (20) or more hours per calendar week for all regular part-time employees.

Section 2 - Changes in Normal Work Week/Hours. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work week/hours, the City will give written notice of such change to the employee as far in advance as it is reasonably practical, but in no case less than seven (7) calendar days, unless agreed upon by both parties or in extended emergency situations declared by the City Manager. In all such cases, the City will make every effort to accommodate and/or mitigate the potential impacts of the schedule change to the satisfaction of the employee and the City. This may include consideration of alternate scheduling, work assignments and/or time and a half

compensation. If changes are made with less than seven (7) calendar days written notice to the employee, the hours worked up until the tenth day shall be considered as authorized unscheduled hours.

Section 3 - Rest Periods. Each full-time employee shall be allowed two (2) rest periods of fifteen (15) minutes each, one before lunch period and the second after lunch period. It is understood that the rest period is to be flexible so as to provide necessary service to the public.

Section 4 - Overtime Pay. FLSA non-exempt employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of the scheduled work periods set forth below. Authorized unscheduled hours of work as defined in Section 2 above shall also be paid at the overtime rate. The work periods shall include sick leave, holidays, vacations or other paid leaves as "time worked" in computing the forty (40) hour per week requirement. It is specifically understood by the parties that this overtime pay provision shall not apply to standby time or any unauthorized hours of work. Saturday or Sunday work shall not be considered overtime when it is a regularly scheduled work day for the employee.

Authorized hours worked in excess of forty (40) hours per week rounded to the nearest half hour, shall be considered as overtime hours worked, based on the formula of the employee's annual salary divided by 2080.

Section 5 - Compensatory Time. Compensatory time may be earned in-lieu of overtime pay, at the request of the employee and with the approval of the supervisor. Once an employee chooses the compensatory time option and it is approved, it cannot be changed to cash at a later date, except at termination of employment. Such accruals shall be on a basis of one and one-half (1 1/2) hours for each overtime hour worked. Employees may accumulate a maximum of 80 hours. Use of compensatory time should be scheduled as soon as possible after accrual with due regard for the wishes of the employee and after approval of the respective Department Head.

Section 6 - FLSA Exempt Status. Employees occupying FLSA exempt positions are not eligible for overtime compensation, but are eligible for Professional Leave. New positions added to the classification grid will be evaluated to determine the FLSA status.

Section 7 - Professional Leave. For those positions identified as being FLSA exempt, the incumbent employees will be eligible to earn up to 40 hours of professional leave each year based on Department Heads authorization.

Criteria for Granting Professional Leave: Professional leave may be authorized by the City Manager and Department Heads based on the following criteria: 1) extraordinary time and effort required of employees; 2) workload that prevents employees from flexing their schedule; and 3) unusual circumstances requiring unusual commitments of time.

In December of each year, the City Manager may approve a "buy-back" of accrued vacation leave of up to forty (40) hours for eligible FLSA exempt employees in cases where Professional Leave or Vacation leave was scheduled and could not be taken due to extraordinary circumstances (For example: the leave was denied or an unforeseen shortage of staff necessitated the employee stay to complete a time-sensitive project). Buy-back of vacation leave will not be granted if 1) the employee has ninety-six (96) hours or less of accrued vacation leave, or 2) if the requested amount for "buy back" results in the employee's accrued vacation leave bank totaling less than ninety-six (96) hours of leave.

### Section 8 – Shift Differential

All regular full time and part time bargaining unit employees in Storm Operations and Parks Operations who are assigned to work between 5:00 p.m. and 8:00 a.m. on weekdays and any hours on weekends will be paid a shift differential of \$1.50 per hour.

Exceptions to shift differential:

- A. Shifts starting between 6:00 a.m. and 8:00 a.m. are not eligible for shift differential pay.
- B. Work which is scheduled after 5:00 p.m. and before 8:00 a.m. on the basis of convenience to the employee, including alternative work schedules in accordance with Section 15, shall not be considered shift differential for the purpose of this provision.
- C. Shift differential does not apply to call back nor overtime.
- D. Shift differential does not apply to vacation, holiday pay, bereavement leave, or other paid leave benefit.

Shift differential shall be calculated as part of the hourly rate of pay when applying the provisions of this Agreement in other sections. Shift differential is to be paid only for the specified hours as stated above. When an employee who usually works a differential eligible shift is temporarily assigned to a non-differential eligible shift for a period of five (5) working days or less, the employee shall continue to receive their current hours of shift differential. A temporary change in shift assignment initiated by the employee is not covered by this provision.

Work schedules may be adjusted at the Employer's discretion in accordance with Article 12, Section 2.

### Section 9 - Call Back.

- A. Return to Job Site. Any employee called back when not scheduled to work shall be paid for the time so worked but shall be guaranteed a minimum of three (3) hours at time and one half. If the call-back time precedes and carries

into a regularly scheduled period, the employee shall have the option of terminating the work day upon the completion of the number of hours in their normally scheduled work day, or working to the end of their normal regularly scheduled shift (unless safety considerations dictate otherwise) in which event they shall be paid overtime in accordance with this contract. Determination of sufficient work force available to allow an early release will be made by the Department Head or his/her designee. Time worked shall be calculated from the time of arrival on the regular job site to the time of release by the Department Head or his/her designee.

- B. Response from Home. Employees in Information Services, Facilities Maintenance, or Public Works who are not "On Call" and who are contacted outside their work hours to address and respond to City system malfunctions electronically from home or other off work site location shall receive one (1) hour overtime compensation. If the employee is contacted more than once between work days, they shall receive one (1) hour overtime compensation for calls received and responses made in the same hour. Calls and responses in separate hourly periods will be compensated at overtime rate for each separate hour.
- C. Declared Emergencies Affecting Public Works Operations: The City and Union agree that events declared as emergencies by the Mayor, City Manager, or Department Director may require significant changes in departmental operations in order to maintain essential services to the citizens of Bothell. It is understood by the parties that the Emergency Coordination Center (ECC) may not necessarily be activated during the emergency.

During declared emergencies, employee compensation shall be according to the AFSCME collective bargaining agreement except as follows:

1. Employees called back from vacation to work or who already had scheduled vacation planned and approved by their supervisor, and whose vacation is cancelled because of an emergency:
  - a) shall have the option of cashing out accrued vacation for each shift worked on the day which they were called back to work or on their cancelled vacation day subject to Section 2c below, OR the option of saving the unused vacation leave to be utilized per Article 18 of the AFSCME agreement. The employee may request cash out of the same number of hours of accrued vacation leave as the number of hours worked on the shift, to a maximum of the number of hours they normally work under their regularly scheduled shift (for example: an employee working a regular Monday through Friday 8 hour a day schedule would be able to cash out a maximum of eight

hours for the day; an employee working a 4/10 schedule would be able to cash out a maximum of ten hours for the day; and an employee working a 9/80 schedule would be able to cash out a maximum of nine or eight hours for the day based upon their normal week's schedule.)

2. Employees eligible for vacation cash-out under Item (1.a) of this section are limited to a maximum of eighty hours of vacation cash out in a calendar year.
3. Employees may cash out vacation per item (1.a) of this section by completing the appropriate form and submitting it with their regular time sheet for the pay period in which they were called in from vacation or their vacation was cancelled by the City.

Section 10 - Non-Pyramiding. Overtime pay, cost-of-living and step grade increases shall be based on straight time rate of pay only unless FLSA requires otherwise. Further compensation will not be paid (or compensatory time approved) more than once for the same hours worked.

Section 11 - Union Business. Recognizing that Labor/Management relations are of significant importance to the City and the Union, reasonable time off with pay from normal working hours shall be granted to official Union Representatives for handling grievances, attending meetings or other legitimate Union business subject to reasonable notice and the agreement of the supervisor.

Section 12. No more than three (3) employees from the bargaining group shall be granted leave from duty without loss of pay for meetings between the Union and the City for the purpose of negotiating the terms of a collective bargaining agreement.

Section 13 - On-Call. Employees may be required to carry a phone and respond as determined by the Department Head. Employees assigned City phones or radios that are taken home are not assumed to be on-call unless so designated by the Department Head. Employees will receive on-call pay at the rate of \$45.00 per day when such duty is assigned and pay at their regular hourly rate for time worked in response to the call. Time worked shall begin at the time they are contacted and end when tasks related to the call are complete. On-call time shall count towards time worked in computing the forty (40) hour work week in accordance with Article 12, Section 4 of this contract. Employees on vacation or out on sick leave shall not receive on-call pay. They may be assigned a phone but not a City vehicle, unless determined to be necessary by the Department Head.

Section 14 - Reporting of Time Worked. Time worked shall be reported to the nearest one-half (1/2) hour (Example: 1-15 minutes = 0 hour; 16-45 minutes = 1/2 hour; 46-75 minutes = 1 hour).

Section 15 - Call-Back Meals. When employees are called back to work for unscheduled time, they shall be entitled to a meal payment in accordance with the Personnel Policies.

Section 16 - Flex Time. It is the intent of the City to offer Flex Time to its employees where such Flex Time does not disrupt services and to this end, the City shall make reasonable efforts to accommodate those employees who request an alternative work schedule. Employee requests to work a schedule different than the established schedule will be considered by the Department Head. Such work schedules shall be initiated and terminated at the discretion of the Department Head with the approval of the City Manager.

### **ARTICLE 13 - PROMOTION/VOLUNTARY DEMOTION/TRANSFER**

Section 1. Employees shall be entitled to apply for available openings in positions within the bargaining unit. The City encourages employees to apply for promotions.

Section 2. Job announcements shall be approved by the City and posted within all City Departments for seven (7) calendar days. Requirements for the position must be met as described in the appropriate job announcement and description. Employees seeking a position shall complete an application listing his/her qualifications and other applicable information and present same to the City within the posting period.

Section 3. Qualified applicants shall be given a job related test that is reasonable and nondiscriminatory. The appointing authority will consider the applicants' qualifications, record of performance and seniority. The same test shall be given to all applicants for the same vacancy. All tests shall contain a numbered score. For the purpose of this section, tests may be written, oral, or a combination of both.

Section 4. An employee who is promoted shall be paid at the step in the new range which represents at least a one step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new pay range, whichever is greater.

Section 5. An employee who takes a voluntary demotion or transfer will be placed at a step in the new range that most closely matches his/her current salary.

### **ARTICLE 14 - CLOTHING/APPEARANCE**

Section 1. Employees are expected to maintain a clean and professional appearance. Protective clothing required by the City will be provided by the City. The City may provide uniform pants, shirts, coats, or specialized safety clothing (boots, reflective coats) for AFSCME employees. Uniform pieces may be rented and cleaned by the City or purchased by the City and cleaned by the employee depending on the department/division assigned. Administration of this Article is contingent upon the Labor/Management Committee policies governing uniforms/safety clothing for each department division effected.

- A. Employees that are issued rental uniforms are expected to wear their complete uniforms during assigned work hours.
- B. Employees that are provided with other uniform items (shirts, coats, etc.) shall wear them in accordance with city policies.
- C. All uniform items shall be distributed through a quartermaster system to be developed by the City and reviewed by AFSCME through the Labor/Management Committee prior to implementation.
- D. Employees shall be required to sign for all uniform pieces at time of issue and return all uniform pieces upon leaving employment with the city or with the department that issued the uniform. Failure to return all issued equipment may result in delay or reduction of final pay disbursement.
- E. Employees required to wear safety boots will be reimbursed the cost of said boots on an as-needed basis no more than once per calendar year; provided that boots may be purchased more often if the boots are deemed by their supervisor to be no longer serviceable. The annual reimbursement for boot allowance shall be \$250. In lieu of reimbursement and with supervisor approval an employee may charge safety boots on a mutually agreed vendor account set up by the City.

## **ARTICLE 15 - RATES OF PAY**

**Section 1.** Effective January 1, 2020, the AFSCME salary schedule shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue June 2018 to June 2019 Index, which is 1.7percent (1.7%).

**Section 2.** Effective January 1, 2021, the AFSCME salary schedule shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue June 2019 to June 2020 Index.

**Section 3.** Effective January 1, 2022, the AFSCME salary schedule shall be increased by 100% of the CPI-W Seattle-Tacoma-Bellevue June 2020 to June 2021 Index.

**Section 4. Deferred Compensation.** Employees are eligible to receive a 2% deferred compensation match of their base wage on an annual basis, upon enrollment, if they meet the following criteria:

1. The employee overall "meets expectations" as documented in their most recent performance review as of January 1, 2020, and;
2. The employee is at step 7 within the salary range for their position classification, or the employee has at least seven (7) years of service at the City.

Bargaining unit employees who are employed on the date this contract is signed and who meet requirement 2 above will be eligible for the deferred compensation match and will only be required to meet requirement 1 above upon the completion of their first performance review after January 1, 2020.

In the event that a performance review is not completed on or before the anniversary date, as defined by City policy as of the date this contract is signed, the employee will be eligible for the deferred comp match as outlined above until the next anniversary date.

The deferred comp match will be paid out every pay period.

Section 5 – Merit Hours. Employees eligible for merit hours on March 1, 2020 as outlined in the previous agreement will receive those hours in accordance with that agreement with confirmation from their supervisor that they have “exceeded expectations”.

## **ARTICLE 16 - HEALTH CARE**

Section 1 - Medical Insurance. The City shall provide a medical insurance plan covering sickness and injuries for regular, full-time and regular part-time employees and their dependents. So long as the City is able to maintain group coverage under its existing providers, Regence/BlueShield, or a replacement thereof, the City will provide optional coverage with Kaiser Permanente; provided, however, that in the event the City group coverage plan is jeopardized as a result of payment to this optional carrier, the City may terminate this selection by notifying the employees in writing.

The City shall provide medical coverage to employees covered by this Agreement in the form of a choice between the following plans:

1. Association of Washington City's (AWC) Regence BlueShield HealthFirst – 250 Plan, or;
2. AWC's Regence Blue Shield High Deductible Health Plan (HDHP), or;
3. AWC's Kaiser Permanente \$20 co-pay/\$200 deductible Plan (HMO).

Section 2 - Health Savings Account (HSA). The City agrees to provide an HSA for employees who enroll into a HDHP as outlined in Section 1.

- A. For the first year that an employee enrolls into a HDHP, the City agrees to contribute a one-time lump sum into a HSA in the amount of \$2000 for an employee only or \$4000 for an employee who has a spouse and/or dependent(s) enrolled on their plan. Employees are only eligible for the lump sum payment outlined in this section one time.
- B. For the second year an employee rolls into a HDHP and every year after, the City agrees to contribute a lump sum of \$1500 for an employee only or \$3000 for an employee who has a spouse and/or dependent(s) enrolled on their plan.

Section 3 - Dental and Vision Insurance. The City shall provide group dental and vision insurance programs for regular, full-time and regular part-time employees and their dependents. Beginning on the first of the month that follows the date of signing this agreement, the City will provide WDS Dental Plan F and Orthodontic Plan V, or a materially similar plan, for regular, full-time and regular part-time employees and their dependents.

Section 4 – Long-term Disability Insurance. The City shall provide an AWC group long-term disability insurance plan with a 90 day waiting period and a 60% benefit to regular and limited term, full-time and part-time employees.

Section 5 - Life and Accidental Death & Dismemberment (AD&D) Insurance. The City shall provide group life and AD&D insurance coverage on regular, full-time and regular part-time employees in the face amount of \$50,000. Each employee may designate the beneficiary on such coverage. The City shall pay the premiums for said life and AD&D insurance for regular full-time employees and shall pay a portion of the premiums for regular part-time employees, as indicated in Article I, Section 4.

Section 6 - Health Care Benefits. All health care benefits shall remain in force during the entire term of this contract. This includes all leaves of absence; in cases of leave without pay, the employee shall pay the health insurance premiums, with the exception of that portion of leave without pay that qualifies as Family and Medical Leave and maternal disability.

Section 7 - Flexible Spending Account (FSA). The City shall provide and administer a Flexible Spending Account (FSA) for Employees and their dependents under IRC Section 125. Employees may choose to participate in the Premium Only and/or Medical and Dependent Care Expense Accounts.

Section 8 - Healthcare Premiums. The City and employees shall share the cost of healthcare premiums as outlined below:

- A. The City shall pay 100% of the medical and dental insurance premiums for regular full time employees, and 90% of the medical and dental insurance premiums for eligible employee spouse/dependents. Employees shall pay 10% of the medical and dental insurance premiums for their eligible spouse/dependents. The City shall pay 100% of the vision insurance premiums for regular full time employees and their dependents.

The City shall pay a portion of the premiums for regular part-time employees pursuant to items A of this section and as indicated in Article 1, Section 4.

Health benefit eligible employees who share a dependent or dependents may only enroll the dependent or dependents under one of the employees' health plans. The City will not pay the employer portion for dependent coverage under both plans. Employees who receive health benefits as an employee of the City may also cover themselves or their

separate dependents under the spouse's or domestic partner's City health plan, but entirely at their expense.

Section 9. The City retains the right to change the carrier or funding mechanisms for any or all of the above insurance coverage, provided benefits are not materially reduced during the term of this contract. Should management wish to consider benefit trade-offs for an overall improvement to the health benefit plans, management will negotiate with Union regarding the trade-off provisions.

Section 10. In order to be eligible for domestic partner benefits, the employee and his/her domestic partner must meet the qualifications under RCW 26.60 and be registered as domestic partners with the State of Washington. Proof of registration with the State must be on file with Human Resources to be eligible for benefits.

Section 11. Healthcare "Opt Out" Option. Benefit eligible employees may choose to "opt out" of the City's medical insurance coverage and be eligible to receive a premium rebate as follows. (Note: for the employee to "opt out" they must provide annual proof of coverage for themselves under another group medical insurance plan. (Proof of coverage may also be requested by the City at any other time.) Monthly rebates shall be divided among pay periods (24 per year) and pro-rated for eligible part-time employees and period worked. New employees who opt out shall be eligible for a rebate the first pay period they are employed.

	Employee Opt Out	Spouse/Domestic Partner and Dependents Opt Out
Monthly Rebate	\$110.00	\$220.00
Requirement	Must provide annual proof of coverage and enrollment under another group medical insurance plan.	Employee declines coverage for eligible spouse/domestic partner and dependents.

Section 12. Healthcare Opener.

Both parties understand that there are potential cost savings to the City when employees choose to enroll into a HDHP. Both parties agree to re-open Article 16 from January 1, 2022 to March 31, 2022 to evaluate the cost savings of HDHP enrollment and discuss the overall benefits package provided to employees. During this time period both parties agree to discuss and negotiate in good faith changes to Article 16 and the overall benefits package within available budgeted funds as approved by the City Council. If agreement is reached to make changes they can be implemented in the form of a Memorandum of Understanding signed by the City Manager and the Union President.

## **ARTICLE 17 - HOLIDAYS**

**Section 1.** The following holidays shall be recognized as follows:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two Floating Holidays	At Employee's Choice with Department Head Approval

All regular full-time employees' holiday pay will be paid at 8 hours. If any holiday, with the exception of the non-cumulative personal holiday, falls on a Saturday, the preceding Friday shall be the observed holiday. If the holiday falls on a Sunday, the following Monday shall be the observed holiday.

Employees working other than five 8-hour days will be compensated for 8 hours of holiday and must either take accrued vacation or comp-time or adjust their work schedule to accommodate the 8 hour holiday in a manner mutually agreed upon with their supervisor. Whenever a holiday falls on an employee's regularly scheduled day off and the employee is not granted another day off during the work week in which the holiday was observed, a compensating day off with pay shall be added to the employee's holiday bank. Holidays banked under this section are not eligible for cash out and must be utilized in the year in which they are earned. All regular part-time employees' holiday pay shall be based on their regularly scheduled work hours during the month in which the holiday occurs. This compensation shall be rounded off to the nearest one-half hour. To be eligible for Holiday pay, an employee must be on paid status the work day immediately preceding and the work day immediately following a holiday.

**Section 2.** An employee required to work a holiday shall be paid at time and one-half of their regular rate of pay, plus eight hours of holiday pay at their regular rate of pay. Employees who are required to work 4 hours or more on Christmas Day, Thanksgiving Day, and New Year's Day, Labor Day, Independence Day or Memorial Day shall be entitled to a supplementary payment of \$60.00. Police employees are subject to the provisions specified in addendum A.

**Section 3.** An employee shall be eligible for Floating Holidays upon completion of six (6) months continuous employment. The holiday shall be taken at a time approved by the employee's supervisor. The employee shall make a request to the supervisor five (5) days

in advance unless waived by the supervisor. Upon separation an employee will be paid pro-rata accrual for floating holidays if not already taken for the year.

## **ARTICLE 18 - VACATIONS**

Section 1. Annual paid vacation time shall be granted according to the following chart. All regular part-time employees' vacation accrual shall be pro-rated based on their regularly scheduled work hours. This compensation shall be rounded off to the nearest one-half hour. The accrual schedule is as follows:

<u>Completed years of Continuous Full-Time Service from Date of Hire</u>	<u>Annual Vacation Hours Accrued</u>
1 year	96 hours
4 years	120 hours
9 years	144 hours
14 years	160 hours
19 years	176 hours

Section 2. After six (6) months continuous service, an employee's vacation days accrued shall be vested as of the end of each full month's service from date of hire. No employee may take paid vacation time off during the first six months of employment.

Section 3. Vacations shall be taken at times approved by the Department Head, but with due regard for other desires of the employee. Employee vacation requests shall be submitted normally within five (5) days advance notice unless waived by the employer and shall be responded to within five (5) working days of the request.

Section 4. Up to two-hundred and forty (240) hours of accrual may be carried over to the following calendar year. Upon separation of service employees will have all vacation accrual paid out at their base hourly rate.

## **ARTICLE 19 - OTHER LEAVES OF ABSENCE**

Section 1. Sick Leave. Sick leave shall be earned and utilized based on the accrual of eight (8) hours of sick leave for each month of continuous full-time employment. All regular part-time employees' sick leave shall be pro-rated based on their regularly scheduled work hours. This compensation shall be rounded off to the nearest one-half (½) hour. Any sick leave accrued which is unused and unconverted to vacation per the section 7 below shall be carried over from one calendar year to the next. Sick leave may be used for the following purposes:

- A. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.

- B. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; sibling; any relative living in employee's household or in relationships other than those set forth above where the employee is responsible for care, the use of sick leave may be granted by the City, upon request.
- C. Medical, dental or vision treatment of the employee or his/her family member.
- D. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- E. Absences covered by the Domestic Violence/Sexual Assault leave policy.
- F. Family and Medical Leave as indicated by City Policy and applicable State and Federal Law.
- G. To supplement a disability insurance or workers' compensation benefit, if allowed by the applicable policy or law, but only to a maximum of six consecutive months' absence from work unless otherwise indicated by the Americans with Disabilities Act.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour prior to the start of the work day. Failure to so notify may result in disciplinary action. The City may require a doctor's certificate to verify the use of sick leave. (See special provisions for Police department employees in Addendum A.)

Section 2 - Bereavement Leave. A full-time employee may be granted up to three (3) days of leave without loss of pay because of death of a member in the immediate family. A part-time employee may be granted bereavement leave, pro-rated based on his/her regularly scheduled work hours. Bereavement leave may be utilized while an employee is on probation. Bereavement Leave over three days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as, spouse, domestic partner, children, stepchildren, mother, father, stepparents, in-laws, grandparents, grandchildren, brother or sister of the employee, and any individual as approved by the employee's Department Director.

**Section 3 - Military Leave.** Employees will be granted military leave in accordance with state and federal law.

**Section 4 - Civil Leave.** While on jury duty or while appearing as a legally required witness, an employee will receive full pay from the City. Court payments for travel are to be retained by the employee.

**Section 5 - Leave Without Pay.** The City Manager may grant leave of absence without pay in appropriate circumstances. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for a final decision. Vacation Leave and Compensatory Time shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one month in advance for the period of said leave. Employees taking leave without pay for family and medical leave will have their health benefits paid for up to 12 weeks of leave, according to City policy.

**Section 6 - Shared Leave Program.** The Shared Leave Program enables regular and limited term full-time and part-time employees to donate annual vacation and/or comp-time leave to fellow regular full-time and part-time employees who are faced with taking leave without pay or termination due to extraordinary personal illness or incapacity or other similar catastrophic events. The program also allows employees to accept donated annual vacation and/or comp time leave to care for immediate family members as defined in Section 1 of Article XVII of this Agreement, suffering from an extraordinary personal illness or incapacity if the duration of the illness will cause the employee to take leave without pay or to terminate his or her employment. Implementation of the program for any individual employee is subject to agreement by the City and the availability of shared leave from other employees. The City's decisions in implementing and administering the shared leave program shall be reasonable.

- 6.1 **Donor Restrictions.** An Employee may donate any amount of vacation and/or comp-time leave to which he/she is entitled provided the donation does not cause the employee's vacation leave and/or comp-time bank to fall below 40 hours. The donation shall be accounted for in a dollar amount equal to the hours donated multiplied by the hourly pay of the donor.
- 6.2 **Donee Restrictions.** A post-probationary employee may receive shared leave provided he/she meets the following standards:
- A. The employee has complied with the sick leave provisions of this Agreement insofar as they may be applicable.
  - B. The employee is not eligible for time-loss compensation under RCW 51.32 (Worker's Compensation) or disability benefit payments through the disability insurance plan, except as provided below.

- C. The employee has submitted, if requested, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- D. All other forms of available paid leave in excess of 40 hours of sick leave and 40 hours of vacation leave shall be used before shared leave.
- E. Leave shall be granted in an amount of hours equal to the donation dollar amount divided by the hourly pay of the donee.
- F. If an employee is on leave without pay and receiving disability or workers' compensation benefits, shared leave may also be received in an amount sufficient to pay the employee's health care benefits while on leave without pay, for a maximum of six consecutive months.

Section 7. Sick Leave Conversion. Annually, regular employees with more than 96 hours of accrued sick leave have the option of converting up to 24 hours of accrued sick leave to vacation leave. Employees electing to convert sick leave to vacation must notify Human Resources by November 1<sup>st</sup> and specify the number of hours to be converted, not to exceed 24. Human Resources will confirm the Regular Employee has at least 96 hours in their sick leave bank and will process the conversion to be effective the second pay period in January.

Section 8. Pay Out of Sick Leave Upon Separation. Upon separation from service in good standing, employees will be reimbursed a percentage of the cash value of the accrued leave at their current rate of pay for all hours in their sick leave bank over 960 based upon the following schedule:

Voluntary termination	10%
Layoff or Retirement	20%

The employee may request the reimbursement be paid out to them in their final check, or contributed to the employee's City deferred compensation plan.

Retirement for the purposes of this policy refers to an employee who is eligible and has made application to begin collecting retirement benefits from Washington State Retirement Systems at the time of separation from service with the City.

Except as stated in Section above, unused sick leave will not be cashed out upon separation from the City. However, if a separated employee is rehired by the City within 12 months, the accrued sick leave balance that existed as of the separation date will be reinstated (excluding any portion that was paid out).

Section 9. Washington State Paid Family and Medical Leave (PFML). Employees are entitled to PFML effective January 1, 2020 in accordance with Title 50A of the Revised Code

of Washington. The City shall deduct 63.333% of the PFML premium from employee's paychecks in accordance with state law.

Section 10. Wellness Days: Between January 1 and October 1 of every year, employees that provide evidence to the Human Resources Department that they have completed the annual AWC Well City incentive will receive two (2) wellness days off. The days off shall be used by December 31 of the same year as approved by their supervisor. The utilization of wellness days shall not be unreasonably denied by management. All aspects of this incentive must comply with the requirements of the Health Information Privacy Protection Act (HIPAA).

## **ARTICLE 20 - DRUG TESTING**

Section 1. Omnibus Transportation Employees Test Act - Policy Statement. The provisions of this Section are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program (EAP) is available to employees with personal problems, including those associated with alcohol or controlled substances use. The Employer and the Union will aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

## **ARTICLE 21 - SAVINGS CLAUSE**

Section 1. Should any Section of this Agreement or any addenda thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. At the request of either Union or the City, both parties shall enter into negotiations within ten (10) working days after said request for the purpose of arriving at a satisfactory replacement for the invalidated language.

Section 2 - Supremacy of Agreement. This Agreement, when in conflict with any Personnel Policy, Civil Service Rule or Regulation, shall prevail over such policy, rule or regulation. In all other cases, the Personnel Policy, Civil Service Rule or Regulation shall apply to employees in the bargaining unit.

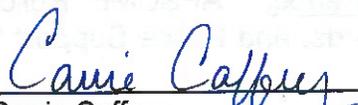
Section 3 - Changes in Personnel Policies. Any changes in Personnel Policy materially affecting mandatory subjects of bargaining may be addressed in Labor Management Committee. This will not be considered a waiver of the Union's right to bargain regarding changes, as may be required by RCW 41.56.

**ARTICLE 22 - TERM OF AGREEMENT**

**Section 1.** Unless otherwise specifically indicated in this Agreement, this Agreement shall be effective upon ratification by the Union and approval by the City Council and shall remain in effect through December 31, 2022.

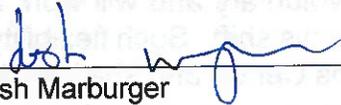
RATIFIED BY THE UNION THIS 8<sup>th</sup> DAY OF January, 2020.

THE WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES AFSCME -  
AFL-CIO LOCAL #3845

  
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Carrie Caffrey  
President, Local #3845

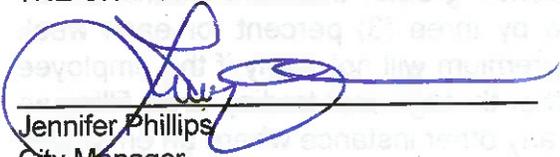
  
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Peter Pearson  
Vice President, Local #3845

  
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Robin Schaefer  
Secretary/Treasurer, Local #3845

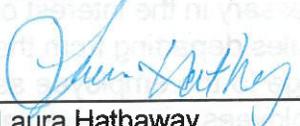
  
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Josh Marburger  
Washington State Council of County and City  
Employees, AFSCME - AFL-CIO

APPROVED BY THE BOTHELL CITY COUNCIL THIS 21<sup>st</sup> DAY OF January, 2020.

THE CITY OF BOTHELL

  
\_\_\_\_\_  
Jennifer Phillips  
City Manager

Attest:

  
\_\_\_\_\_  
Laura Hathaway  
City Clerk

**Addendum A  
to the Agreement between  
the City of Bothell and AFSCME Local #3845  
Regarding Civilian Police Department Employees**

This Addendum is adopted as part of the agreement between the City of Bothell and AFSCME Local 3845. Where provisions of the contract conflict with this Addendum for employees of the Bothell Police Department who are represented by AFSCME, the following provisions shall supersede.

Section 1. Probationary Period. AFSCME Police Department employees, newly employed in Dispatch, Records, and Police Support Officer positions, have a 12 month probationary period.

Section 2. Working Hours & Shifts. All employees shall be employed on the basis of a work shift of between an eight (8) hour to a twelve (12) hour day. The specific hours and days worked shall be at the discretion of the Chief of Police or his/her designee.

1. Police Communications Center - This Addendum specifically recognizes the need for a flexible "relief" or "cover" shift in the Police Communications Center. Accordingly, as staffing levels permit, Police Dispatchers may be assigned to a relief shift at the discretion of the Police Chief or his or her designee. Such assignment shall be voluntary and will work a flexible 40-hour week, based on a four (4) ten (10) hour days shift. Such flexibility is necessary to meet staffing needs of the Communications Center and shall be approved by the Dispatch Supervisor.
2. Rotating Shifts - Employees who are required to work a rotating shift shall be assigned to a new shift at each scheduled rotation period. Rotation lengths are typically 3 or 4 months in length, and any substantive change is subject to written agreement of the Union and Management. Employees who are required to work longer than the scheduled rotation for a period greater than two weeks will be entitled to an increase in their base wage by three (3) percent for each week worked past the scheduled rotation. This premium will not apply if the employee voluntarily requests to remain on a shift (either through shift trading or by filling an available position). It will however apply in any other instance where an employee is required to remain on the shift by the Chief of Police or his/her designee.

Section 3. Changes in Normal Work Week/Hours. Should it be necessary in the interest of efficient operations, or in times of an emergency, to establish schedules departing from the normal work schedule, the City will give written notice of such change to the employee as far in advance as it is reasonably practical. Whenever possible, employees will be given at least ten days notice, unless agreed upon by both parties. In all such cases, the City will make every effort to accommodate and/or mitigate the potential impacts of the schedule change to the satisfaction of the employee and the City. This may include consideration of alternate scheduling, work assignments and/or time and a half compensation.

Section 4. Rest Periods and Lunch Periods. AFSCME Police employees who are required to remain in a status of continuous response shall be compensated for a shift that includes breaks and lunch periods. Other employees are governed by Article 12, Section 3 of the Agreement.

Section 5. Overtime. The hours worked in excess of a work shift day of between eight (8) hours and twelve (12) hours per shift day are designated as overtime. Employees shall work overtime only with the specific and prior approval of the Chief of Police or his/her designee. In circumstances where unscheduled overtime is required to meet minimum staffing levels, every attempt will be made to make required notifications, however overtime shall be assumed to be authorized unless specifically designated otherwise by the Chief of Police or his/her designee. In addition, all hours worked outside of an employee's regularly assigned shift (with the exception of non-mandatory training) will be considered overtime and will be paid at the overtime rate. This section replaces the current "short rollback" provision and short rollback will no longer be paid.

Section 6. FLSA Exempt Status. The Police Records Supervisor and Police Communications Supervisor positions will be treated as FLSA non-exempt and will be eligible to earn over-time and compensatory time.

Section 7. Callback. AFSCME Police personnel called back for training, mandatory meetings, or job related duties shall be paid at the overtime rate. AFSCME Police Employees who attend training, mandatory meeting, or job related duties on their regular days off shall be paid at the overtime rate for every hour of work, with a (3) three hour minimum. This requirement for overtime pay for training shall follow the provisions found in FLSA guidelines.

Section 8. Standby. AFSCME Police employees who are required, during an emergency or staffing shortage, to standby for callback at their residence during off duty hours shall receive standby pay at the rate of half (1/2) their hourly rate for every hour on standby. Such standby must be required by supervisory or command personnel.

Section 9. Call-Back Meals. AFSCME Police employees shall not be entitled to call-back meals.

Section 10. Clothing and Appearance. AFSCME Police personnel who are required to wear uniforms shall receive Department authorized uniforms and other clothing pursuant to the Police Department Quartermaster system in effect at the date of signing this agreement. The employer agrees to pay up to \$30 per month towards cleaning services for Uniforms supplied by the Employer for each member of the bargaining unit who is required to wear uniforms.

Section 11. Holiday's and Vacation. AFSCME Police Employees shall receive the same number of vacation hours (outlined in Article 18) and holiday leave (96 hours) (outlined in Article 17) annually as non-police employees, (shift workers in Dispatch will receive an

additional 8 hours of holiday leave annually on January 1<sup>st</sup>), in lieu of regular holiday days off afforded to non-police AFSCME employees.

Effective January 1, 2012, the annual 96 hours of holiday leave will be added to each full-time employee's holiday leave bank on January 1<sup>st</sup> of each year (full-time shift workers in Dispatch will receive 104 hours of holiday leave). The 96 hours (or 104 hours for Dispatch) of holiday leave will be pro-rated for part-time employees. When an employee takes a paid day of Holiday leave, the number of hours taken will be deducted from their Holiday leave bank. Leave may be scheduled for use upon the agreement of the employee and their manager, consistent with Department Policy.

Holiday leave must be utilized in the year in which it is earned and is not eligible for cash out except as provided in this section. Upon separation from service, holiday leave not taken will be cashed out on a pro-rated basis in relation to the number of holidays that have occurred in the year at the time of separation less the number of hours of holiday leave already taken by the employee for the year. (For example, if the employee separates from service in March, three holidays have occurred. If the employee has only utilized holiday leave hours equivalent to two holidays, they would be eligible for one day of holiday leave cashed out upon separation. However, if the employee has utilized holiday leave hours equivalent to three holidays, they would not be eligible for any holiday leave cash out.) Conversely, upon separation from service if the employee has utilized more holiday hours than have occurred in the year at the time of separation, the employee shall reimburse the City from their final paycheck for the excess holiday hours taken. (For example, if three holidays have occurred at the time of separation and the employee has taken holiday leave equivalent to four holidays, the employee must reimburse the City for one day of holiday leave.)

An AFSCME Police Employee required to work any of the following holidays shall be paid at time and one-half of their regular rate of pay:

Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Easter Sunday	April
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Veteran's Day	November 11
Day after Thanksgiving	Fourth Friday in November

AFSCME Police Employees required to work Christmas Day, Thanksgiving Day, July 4 or New Year's Day shall receive double time for all hours worked on the holiday.

Section 12. Vacation Scheduling. Vacation time for AFSCME Police Dispatch, Public Safety Officers and Records employees shall be granted using a priority system of primary and secondary requests.

In December of each year, employees will submit primary and secondary vacation requests for the following year. These requests must be submitted by December 31. Primary requests will be approved or denied not less than 60 days before the request is to take effect. Secondary requests will be approved or denied not less than 30 days before the request is to take effect. Every effort will be made by management to approve primary vacation requests.

When a conflict exists between requests, primary will be honored first, with seniority in position being the deciding factor between primary requests. Secondary requests will be honored second, again with seniority in position being the deciding factor. Additional vacation requests, or those submitted after the deadline, will be granted, as coverage is available.

Section 13. Sick Leave - Notification. Due to staffing requirements, notification of absence shall be given to the on-duty supervisor at the first indication that sick leave may be necessary, but no later than one and one-half hours prior to the start of the assigned shift. Failure to so notify may result in disciplinary action.

#### Section 14. Premium Pay.

1. Second Language Premium. Employees covered by this Addendum are required to speak and write fluently in English. Those who possess approved second language skills will receive 2% premium pay for the duration of their employment. Employees must be able to speak, understand, and clearly communicate in the second language to be eligible for the premium. Target languages include Spanish, Asian and Southeast Asian dialects, Japanese, and other languages as approved by the Chief of Police.
2. Training Premium. Police Dispatchers, Police Records Specialists, and Police Support Officers who are assigned to train new employees will receive a 4% premium pay while so engaged.
3. Master Public Safety Telecommunicator (MPST). Public Safety Telecommunicators who are assigned to the MPST shall receive a (six percent) 6% incentive premium based on the employee's monthly base salary.

Public Safety Telecommunicators who have made application to serve as MPSTs may be assigned by the Police Chief to serve in that capacity. This special assignment is not a civil service rank and the Public Safety Telecommunicator shall serve in the position of MPST at the discretion of the Chief of Police.

One MPST will be assigned to each shift (day, swing, and night) and may not remain on the same shift for more than two consecutive rotations, unless the needs of the Division dictate otherwise.

Public Safety Telecommunicators may be assigned as both an MPST and as a Communications Training Officer (CTO). Compensation for simultaneous assignment to these two duties shall be no more than a combined total of six percent (6%) incentive premium based upon the Public Safety Telecommunicator's monthly base salary.