**AGREEMENT** 

By and Between

**CITY OF RENTON** 

and

**LOCAL 2170,** 

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

**EMPLOYEES, AFL-CIO** 

January 1, 2022 – December 31, 2024

# **TABLE OF CONTENTS**

PREAM	MBLE	9
ARTIC	LE 1 – RECOGNITION AND BARGAINING UNIT	9
ARTIC	LE 2 – UNION MEMBERSHIP AND DUES DEDU	CTION 16
2.1.	Payroll Deduction	16
2.2.	PAC Program	17
2.3.	Hold Harmless Agreement	18
2.4.	Refunds	18
2.5.	New Employees	18
2.6.	Union Officer List	18
ARTIC	LE 3 – HOURS OF WORK	19
3.1.	Work Week	19
3.2.	Work Day	19
3.3.	Work Schedules	19
3.4.	Meal and Rest Periods	21
3.5.	Clean-Up Time	22
ARTIC	LE 4 –OVERTIME	22
4.1.	Overtime	22
4.2.	Call-back Pay	25
4.3.	Extended Shift Overtime	26
4.4.	Shift Differential	27
4.5.	Standby	27

4.6.	Uniform Allowance	28
4.7.	Acting Pay	30
ARTIC	LE 5 – SICK LEAVE	30
5.1.	Sick Leave Accrual	30
5.2.	Sick Leave Cash Out	31
5.3.	Long Term Disability Plan	31
5.4.	Notification Requirements	32
5.5.	Abuse of Sick Leave	32
5.6	WA State Paid Family Medical Leave	33
ARTIC	LE 6 – HOLIDAYS	35
6.1.	Observed Holidays	35
6.2.	Holiday Pay	36
6.3.	Holidays Falling on Scheduled Day Off	37
6.4.	Holidays Falling on Weekends	37
6.5	Regular Part-time	38
6.6.	Personal Holiday Use/Cash Out	38
ARTIC	LE 7 – VACATIONS	39
7.1.	Accrual Rate	39
7.2.	Maximum Vacation Accumulation	39
7.3.	Vacation Requests	40
7.4	Cash Out Upon Separation	40
ARTIC	LE 8 – BEREAVEMENT LEAVE	40
ARTIC	LE 9 – INSURANCES	41
Defini	tions:	<i>/</i> 11

9.1.	Health Insurance	41
9.2.	Life Insurance	44
9.3.	Federal/State Healthcare Options	44
9.4.	COBRA	44
ARTICL	E 10 – JURY DUTY	44
ARTICL	E 11 – EDUCATION AND CONFERENCE	45
11.1.	Time Off and Financial Reimbursement	45
11.2.	Valid Business Expenses	45
11.3.	Access to Training	46
ARTICL	E 12 – SALARIES	46
12.1.	Salaries	46
12.2.	Step Increases	47
12.3	VEBA	47
ARTICL	E 13 - LONGEVITY	47
13.1.	Longevity Pay Calculation	47
13.2.	Longevity Pay Date	48
ARTICL	E 14 – DEFERRED COMPENSATION	48
ARTICL	E 15 – PAY PERIOD	49
ARTICL	E 16 – MANAGEMENT RIGHTS	49
ARTICL	E 17 – UNION ACTIVITIES	50
17.1.	Paid Release Time	50
17.2.	Facility Access	51

17.3.	Union Communication	51
17.4.	Training Time	51
17.5.	Negotiations	52
ARTICL	E 18 – LABOR/MANAGEMENT COMMITTEE	52
ARTICL	E 19 – WORK STOPPAGES AND EMPLOYER PROTE	CTION
•••••	•••••••••••••••••••••••••••••••••••••••	53
19.1.	Uninterrupted City Services	53
19.2.	Work Stoppage	53
19.3.	Disciplinary Action for Work Stoppage	54
ARTICL	E 20 – NON-DISCRIMINATION	54
ARTICL	E 21 – RECRUITMENT AND SELECTION PROCESS.	54
21.1.	Posting of Vacancies	54
21.2.	Selection Process	55
21.3.	Eligible Candidate Pool	56
21.4.	Promotional Opportunities	56
ARTICL	E 22 – PROBATIONARY PERIOD	57
22.1.	12-Month Probationary Period	57
22.2.	6-Month Probationary Period	57
ARTICL	E 23 – GRIEVANCE PROCEDURE	58
23.1.	Definition	58
23.2.	Grievance Process	58
23.3.	Employer Grievance	61
23.4.	Grievance Documentation	61

23.5.	Grievance Timelines	61
ARTICL	E 24 – HEALTH, SAFETY AND PRODUCTIVITY	62
24.1.	Quality and Safety of Work	62
24.2.	Working Conditions	62
24.3.	Rain Gear	63
24.4.	Custodial Services	63
24.5.	Safety Shoes	63
ARTICL	E 25 – SAVINGS CLAUSE	66
ARTICL	E 26 – ENTIRE AGREEMENT	66
ARTICL	E 27 – PRIORITY OF FEDERAL, STATE AND CITY	LAWS. 67
ARTICL	E 28 – VOLUNTEERS	67
ARTICL	E 29 – DISCIPLINE	68
29.1	Discipline	68
29.2	Demotion	68
ARTICL	E 30 – LEAVE DONATION	69
ARTICL	E 31 – LAYOFF AND RECALL	69
31.1.	Layoff and Recall	69
31.2.	Definitions	69
31.3.	Departmental Review	72
31.4.	Human Resources Risk Management Review	73
31.5.	Notice of Layoff	74
31.6.	Bumping Rights	74

31.7.	Recall Rights	75
ARTICLE	32 – FINGERPRINTING	. 79
ARTICLE	33 – DURATION OF AGREEMENT	. 81
	IDIX A – AFSCME CLASSIFICATIONS IN ALPHABETICA with Job Grades)	
APPEND	IX B – SALARY INDEX FOR 2022	. 85
APPEND	IX C – Telework Reopener	. 89
APPEND	IX D – INDEX	. 90

#### **PREAMBLE**

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

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

#### ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

### 1.1. Union Recognized

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

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

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

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

# 1.2. Temporary/Supplemental Employees

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

The City will issue a quarterly report listing all actively employed supplemental employees utilized by the City at the time the report is generated. This report will be issued quarterly beginning October 1,

2019 or if the 1<sup>st</sup> falls on a holiday, within 4 days following the holiday.

- Non Seasonal Temporary Employees-When filling a 1.2.1 known vacancy of an AFSCME represented position, Temporary employees shall be employees hired directly by the City or through an agency contracted with the City. Such employees shall be employed no more than the equivalent of six (6) months (182 consecutive days) in a rolling 12-month period. An extension of up to an additional 6 months is available with union concurrence. Overtime shall be offered to regular employees prior to temporary employees being utilized, unless no qualified regular employees are available. The City will notify the Union prior to the use or hiring of Temporary employee under this clause. It is understood that the use of Temporary/Supplemental employees as provided for in this section shall not be deemed as supplanting bargaining unit work.
- 1.2.2 Temporary Supplemental Employees- It is understood that the use of seasonal employees as provided for in this section shall not be deemed as supplanting bargaining unit work. Effective July 1, 2019 seasonal employees performing work limited to the following positions will not work longer than 6 months (182 consecutive days) in a calendar year. In 2020 onward, the seasonal period is set as being between April 1 and October 31:
  - Custodial Assistant

- Parks Laborer
- Transportation Laborer

Golf Course Laborer and Pro-Shop Supplemental positions are limited to 1500 hours in a calendar year and the employment period is between March 1 and November 30.

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

#### 1.3. Excluded Positions

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

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

#### 1.4. New Positions

Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the City will create the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations. The Union shall be notified of any newly created classifications in the City, which are not recognized by other bargaining units, including the City's initial determination regarding bargaining unit status.

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

## 1.5. Executive Board Meetings

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

## 1.6. Job Classification Changes

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

### 1.7. Point Factor Method (PFM)

In an effort to objectively compare positions for internal equity, the City has utilized a Point Factor Method (PFM)to help in determining a position's pay grade. Internal equity compares positions according to requirements for similar skill, education/training, and responsibility, and if the jobs are performed under similar working conditions. The PFM uses factors that are commonly found in positions, and each factor is broken into point values based on the varying levels of difficulty or effort needed to complete them. The position's point value is then compared to other positions to select an appropriate grade.

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

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

#### 1.8. Reclassification Reviews

An employee may request a position review for proper classification placement when the employee believes that there has been significant change in duties and responsibilities of the

position. Reclassification reviews will be done in accordance with City Policy #320-05 (Request for Reclassification), as established July 7, 2009, to the extent that such does not conflict with the agreement. A Position Description Questionnaire (PDQ) form must be fully completed and requires review by the employee's supervisor, the Division Director and the Department Administrator. A market study will be conducted by HRRM staff as part of the reclassification process for those positions that meet the definition for requiring a reclassification.

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

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

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

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

# 1.9 Job Description and Salary Updates

Work will be done to reflect current duties, job description revisions shared per the Union review process, and then HR staff will conduct a market study, with wage adjustment negotiated for those deemed under market, for any titles that either have not received a market study since 2017 or, at the time the market study was completed, there were not enough matches. Position titles that do not have a minimum of 4 matches from comparable cities will be evaluated using the PFM and their salary adjustments negotiated based on internal equity. The work shall be completed no later than July 31, 2023.

#### **ARTICLE 2 – UNION MEMBERSHIP AND DUES DEDUCTION**

### 2.1. Payroll Deduction

The Employer agrees to deduct from the paycheck of each employee, who has so authorized it in writing, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll authorization card. The Union will provide timely notice to the City of the cancellation of their dues authorization by a bargaining unit member. Every effort will be made to end the deduction effective on the first payroll, but

not later than the second payroll, after the City's receipt of notice of cancellation from the Union. Authorizations for Payroll Deduction are valid whether executed in paper form or electronically.

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

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

# 2.2. PAC Program

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

employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

# 2.3. Hold Harmless Agreement

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

#### 2.4. Refunds

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

## 2.5. New Employees

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

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

#### 2.6. Union Officer List

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

#### **ARTICLE 3 – HOURS OF WORK**

#### 3.1. Work Week

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

### 3.2. Work Day

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

#### 3.3. Work Schedules

3.3.1. Normal Work Week – The normal work week shall be five (5) consecutive days of not more than eight (8) hours per day, Monday through Friday, exclusive of the lunch period, except where the work day or work week is different and accepted as a condition of employment or mutually agreed upon in writing between the Union, employee and the Employer.

- 3.3.2. Flextime and Alternative Work Schedules Employees may work flex-time or alternative work schedules, with prior supervisory approval. Flexible work schedules shall be mutually agreed upon between the Employer and the employee. All flex-time and alternative work schedules shall be reduced to writing and signed off by the Employer, employee and the Union. Flex-time schedules, by example only, shall be schedules that provide for daily or weekly adjustable work hours. Alternative work schedules, by example only, shall be schedules that allow for schedules other than 5 consecutive days (Monday through Friday) of 8 hours work.
- Schedule Changes Work schedule changes may be 3.3.3. initiated by the Employer or the employee. When schedule changes of thirty (30) days or more are initiated by the Employer, employees will receive written notice of the change thirty (30) calendar days prior to the effective date of the change. Except in emergency situations and situations that are unforeseen or unanticipated, employees will receive written notice a minimum of two working days before all other schedule changes initiated by the Employer. If written notice is not received as outlined herein the employee shall receive pay at one and one-half (1½) times their normal hourly rate for the first shift worked on the new schedule. The City will not manipulate work schedules for the sole purpose of avoiding the payment of overtime.

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

3.3.4. <u>Consecutive Hours Worked</u> – Employees shall not work more than sixteen (16) consecutive hours during any consecutive twenty-four (24) hour period.

#### 3.4. Meal and Rest Periods

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

- to be used occasionally and is not intended to be a regular on-going change to the employee's work schedule/shift.
- 3.4.1. Rest Period Except in emergency situations, there shall be one fifteen (15) minute rest period during each four (4) hour period of the workday whenever feasible. Emergency situations are defined as situations where injury to persons, loss of life and/or serious public or private property damage are possible.

### 3.5. Clean-Up Time

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

#### **ARTICLE 4 – OVERTIME**

#### 4.1. Overtime

4.1.1. Allocation of Overtime – The Employer shall determine when and by whom overtime will be worked. Whenever feasible, the Employer will request volunteers from among the employees with the requisite skills to perform the work, before requiring employees to work overtime. Overtime opportunities

will be allocated as equally as possible among employees within a work unit.

- 4.1.2. Overtime Rate Except as otherwise provided in this Article, all hours worked in excess of the employee's scheduled workday, when worked upon the direction or approval of the employee's supervisor, shall be paid at the rate of one and one-half (1½) times the employee's straight-time hourly rate or compensated by granting one and one-half (1½) times the number of excess hours worked as compensatory time. Overtime shall be based on compensated hours and in accordance with FLSA regulations. The employee shall make his or her choice (overtime pay or compensatory time) known to his or her supervisor not later than the end of the work week in which the work was performed.
- 4.1.3. Compensatory Time Compensatory time off, when granted, shall be at a time convenient to the employee and consistent with the operating needs of the Employer. Compensatory time off shall be taken under this Article as required by the Fair Labor Standards Act, if such continues to be applicable to local government employees. Compensatory time banks shall not exceed one hundred (100) hours.

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

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

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

  Employees required to work on a second consecutive day shall be paid at two (2) times their regular rate of pay for all hours worked. If during the workweek, a half day (or more) of holiday, vacation, sick leave and

comp-time are taken, this does not count as paid work when determining the consecutive days for purposes of double time.

- 4.1.7. The following positions are set up as program oriented and as a condition of hire these positions may perform evening and weekend work as programs require.

  These positions may require a voluntary shifting of schedule within the workday and this shift will not trigger overtime. These positions are not subject to daily overtime but will be paid weekly overtime for compensable hours in excess of the normally scheduled work week.
  - Senior Program Specialist and Program Specialist
  - Neighborhood Program Coordinator
  - Farmer's Market Coordinator
  - Program Assistant
  - Recreation Coordinator
  - Recreation Specialist
  - Recreation Assistant

### 4.2. Call-back Pay

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

work day and the work is performed prior to the start of their next regular work day.

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

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

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

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

#### 4.3. Extended Shift Overtime

Employees required to work more than four (4) hours beyond the end of their scheduled work shift shall be paid at two times (2x)

their regular rate of pay for all time worked beyond the first four hours of overtime.

#### 4.4. Shift Differential

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

# 4.5. Standby

The Employer reserves the right to establish a standby program. Based on service needs, each department may establish a roster of qualified personnel who would be available for callback during an emergency situation. Personnel identified as on standby shall be required to carry a cell phone or other device and be able to respond immediately to call-back situations without restrictions or impairments.

Employees on standby shall receive standby pay as follows: Starting with the first full pay period following ratification and adoption of the successor agreement standby pay shall be paid at \$3.40 per hour. Only the employee carrying the standby phone at the time of the callout, and driving their own personal vehicle, is eligible for reimbursement at the standard federal mileage rate. The reimbursement would be for their drive to the worksite due to a callback (roundtrip) from the employee's home address or a maximum of 30 miles each way, whichever is less.

Travel time for distance between home and regular or main job is considered a taxable fringe benefit and will be added to their

paycheck. Travel time for distances between home and temporary work location (if not regular or main job), or main job and temporary work location, are not considered a taxable fringe benefit. To request mileage reimbursement, the employee must submit a written claim verifying mileage, travel location(s) and the date(s) of call-back(s). Standby allowance shall be suspended upon callback and the provisions of Section 4.2 of this Article shall prevail. Standby periods shall be determined by the Employer. Standby pay is not available during the employee's regular work hours. Management reserves the right to transfer the standby assignment when the employee is unavailable for their standby assignment.

Qualified personnel shall be determined by the Employer and assigned by on a rotational basis. Every effort will be made to establish the roster on a volunteer basis. If insufficient volunteers exist, placement on the roster shall be mandatory.

#### 4.6. Uniform Allowance

The City of Renton shall furnish standard clothing of the City's choice and design to all field staff in the Maintenance Services and Transportation Maintenance Divisions of Public Works. Eligible staff in these divisions shall have an allowance of \$300 per calendar year to purchase any combination of the following items:

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

Collared Shirt	

<sup>\*\*</sup> The purchase of long jeans must not exceed \$150.

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

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

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

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

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

### 4.7. Acting Pay

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

#### **ARTICLE 5 – SICK LEAVE**

#### 5.1. Sick Leave Accrual

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

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

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

#### 5.2. Sick Leave Cash Out

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

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

### 5.3. Long Term Disability Plan

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

# **5.4.** Notification Requirements

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

# 5.5. Abuse of Sick Leave

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

## 5.6 WA State Paid Family Medical Leave

- 5.6.1 Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115
- 5.6.2 Use of sick leave: For better consistency across leave plans, sick leave may be used for family members, including spouse, child, grandchild, parent, or grandparent, as these relationships are defined in the State PFML. Leave may be taken for siblings only for State Accrued Sick Leave, and PFML.
- 5.6.3 Coordination with PFML: Employees who are approved by the State for a benefit under PFML will be permitted to use their accrued leave balance as a "Supplemental Benefit" to bring them to full base pay, in accordance with provisions outlined by the State. Employees will have the option to 1) use accrued leave exclusively and forgo the PFML, or 2) use PFML exclusively and forgo use of accrued leave, or 3) use

their accrued leave as a Supplemental Benefit in combination with their PFML to bring them to full base pay. Employees may change their election effective the first day of any pay period, by notifying HR and completing a new election form.

For those employees, electing option 3 above, the procedures for a Supplemental Benefit will be similar to the City's existing procedures for Workers' Comp Time Loss, with the accompanying leave buy back. Employees will submit leave time to the City for a Supplemental Benefit for the full number of hours not worked. They will submit the full amount of the PFML benefit they receive to the City in a timely manner. The amount of the PFML benefit will be used to "buy back" a portion of the accrued leave that was taken as a Supplemental Benefit. In order to use accrued leave as a "Supplemental Benefit" the employee must, in advance, sign an agreement to submit the PFML benefit amount to the City as soon as practical, and in no case later than 30 days of receipt. Any employee electing this option and failing to return the PFML benefit amount(s) received will be in violation of City policy and the Union Contract and may be subject to discipline. When necessary, the Union will support the bargaining unit members in meeting their "check return" obligation. If leave balances with the City are exhausted, the employee will move to option 2 above.

#### **ARTICLE 6 – HOLIDAYS**

Employees shall receive holidays in accord with the following:

# 6.1. Observed Holidays

The following days shall be observed as legal holidays:

- 6.1.1. January 1 (New Year's Day)
- 6.1.2. Third Monday in January (Martin Luther King, Jr. Day)
- 6.1.3. Last Monday in May (Memorial Day)
- 6.1.4. June 19<sup>th</sup> (Juneteenth)
- 6.1.5. July 4 (Independence Day)
- 6.1.6. 1<sup>st</sup> Monday in September (Labor Day)
- 6.1.7. November 11 (Veterans' Day)
- 6.1.8. 4<sup>th</sup> Thursday in November (Thanksgiving)
- 6.1.9. 4<sup>th</sup> Friday in November (day after Thanksgiving)
- 6.1.10. December 25 (Christmas Day)
- 6.1.11. When Christmas Day is observed on a Tuesday, Wednesday or Friday, the previous day shall be a holiday. When Christmas day occurs on a Monday or Thursday the next day shall be a holiday. When Christmas day occurs on a Saturday, the two preceding working days shall be observed as holidays. When Christmas Day occurs on a Sunday, the two working days following shall be observed as holidays.
- 6.1.12. Two personal holidays of employee's choice. Existing employees will be eligible for the two (2) personal holidays from the beginning of the year. Upon

employment, new employees will be eligible for one (1) day (8 hours) of personal holiday to use. After being employed for six (6) months, the employee will be eligible for the second day (8 hours) of personal holiday to use. Except, if the employee begins employment on/or after July 1<sup>st</sup>, they will not be eligible for the second personal holiday in that year.

6.1.13. Any other day proclaimed by the Governor for all political subdivisions of the State, or by the Mayor of the City.

# 6.2. Holiday Pay

- 6.2.1. Working on Holidays Holiday situations are as follows:
  - 6.2.1.1. For employees working on an observed holiday, the observed holiday shall be considered the holiday.
  - 6.2.1.2. For employees working on an actual holiday but not the observed holiday, the actual holiday shall be considered the holiday.
  - 6.2.1.3. For employees working on both the actual holiday and the observed holiday, only the actual holiday shall be considered a holiday.
- 6.2.2. Pay Rates for Working on Holidays: Employees scheduled to work in one of the three (3) situations listed above shall receive one and one-half (1½) times

their regular rate of pay for all hours worked on the holiday and the employee shall be permitted to:

- 6.2.2.1. Schedule an alternate day off within the same calendar year (up to eight (8) hours) with prior approval from his or her supervisor which does not cause significant operational disruption for the department; or
- 6.2.2.2. Receive up to eight (8) hours holiday pay for that holiday worked.
- 6.2.3. The decision to grant holiday pay or a compensatory day off shall be determined in advance.
- 6.2.4. Employees scheduled in advance to work on a holiday shall be scheduled for a minimum of four (4) hours.

# 6.3. Holidays Falling on Scheduled Day Off

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

# 6.4. Holidays Falling on Weekends

When a holiday falls on a Saturday, the preceding Friday shall be observed as the Holiday. When a holiday falls on a Sunday, the

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

## 6.5 Regular Part-time

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

# 6.6. Personal Holiday Use/Cash Out

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

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

## **ARTICLE 7 – VACATIONS**

## 7.1. Accrual Rate

The following vacation benefits shall be provided:

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

- 7.1.1 Regular part-time employees subject to the provisions of this Agreement shall be provided vacation benefits at a pro-rated amount based on the number of hours scheduled in their workweek divided by forty (40) hours.
- 7.1.2 Employees may use accrued vacation leave in increments of fifteen (15) minutes.

## 7.2. Maximum Vacation Accumulation

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

## 7.3. Vacation Requests

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

# 7.4 Cash Out Upon Separation

Vacation accrued but unused during the term of the employee's employment with the city will be cashed out at the employee's hourly base rate at the time the employee separates from city employment.

#### **ARTICLE 8 – BEREAVEMENT LEAVE**

Up to three days with pay shall be given to employees for each instance of a death of the employee's mother, father, step-parent, legal guardian, spouse/domestic partner, child, stepchild, child of a domestic partner, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, grandchild, or grandparents. The number of hours of bereavement leave allowed regular part-time employees covered by this Agreement shall be adjusted to reflect the number of scheduled hours in their workweek.

All requests for extended bereavement leave shall be approved by the Department Administrator in advance. Employees may use accrued vacation, compensatory time, and/or personal holiday

hours to cover extended bereavement leave. Sick leave may be used if all other leave banks are exhausted.

## **ARTICLE 9 – INSURANCES**

# **Definitions:**

**REHBT: Renton Employees' Healthcare Board of Trustees** 

**REHP: Renton Employees' Healthcare Plan** 

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

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

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

#### 9.1. Health Insurance

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

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

- 9.1.2. <u>Plan Coverage</u> The City will provide a medical/dental, vision, and prescription drug insurance plan for all eligible employees including all bargaining unit members and their eligible dependents.
- 9.1.3. <u>Premiums</u> For the calendar years 2022 through calendar year 2024, the total cost of the plan shall be divided as follows:

YEAR	CITY	EMPLOYEES
2022	91%	9%
2023	91%	9%
2024	91%	9%

Employee premiums will be based upon the following categories:

- Employee
- Employee/1
- Employee/2+
- Employee/Spouse or Domestic Partner
- Employee/Spouse or Domestic Partner/1
- Employee/Spouse or Domestic Partner/2+

- 9.1.4. <u>Projected Costs</u> –The plan contributions shall be calculated by the percentage of actual plan cost increase that occurred in the previous year and based on consideration of Actuarial projections. The year in review shall be from July 1<sup>st</sup> to June 30<sup>th</sup>.
- 9.1.5. <u>Alternative Plan Coverage</u> City contributions for the alternative plan will be at the same cost share percentage as the self-funded plan capped at the dollar amount contributed to the self-funded plan.
- 9.1.6. Renton Employees' Healthcare Board of Trustees The REHBT includes members from each participating Union. Each union will have a maximum of one (1) vote, i.e. the Police Guild has two (2) bargaining units but only receives one (1) vote on the REHBT. The City only receives one (1) vote also. If all bargaining units participate, the voting bodies would be as follows: AFSCME 2170; Police Guild; and the City for a total of three (3) votes.
- 9.1.7. <u>Plan Changes</u> The members of the REHBT shall have full authority to make plan design changes without further concurrence from bargaining unit members and the City Council during the life of this agreement.
- 9.1.8. Voting Changes in the REHP will be determined by a majority of the votes cast by REHBT members. A tie vote of the REHBT members related to a proposed plan design change will result in continuing the current design.

9.1.9. Surplus – Any surplus in the Medical Plan shall remain available only for use by the Renton Employees' Health Plan Board of Trustees for either improvements in the Plan, future costs increase offsets, rebates to participants, or reduction in employee contributions.

#### 9.2. Life Insurance

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

## 9.3. Federal/State Healthcare Options

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

## 9.4. COBRA

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

#### **ARTICLE 10 – JURY DUTY**

When an employee is called for jury duty, or is subpoenaed as a witness in any litigation/administrative hearing process in which the employee is not a party, such time shall be considered as time

worked and paid at the appropriate salary level of the employee. Employees shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the City with a copy of the subpoena or other legal document requiring the employee's presence. The copy of the subpoena or legal document will be given to the City in advance of the hearing or jury duty or if that is not possible, then the copy must be furnished within 72 hours after the hearing or jury duty date. All monies received as witness or jury fees must be signed over to the City excluding any mileage/expense reimbursements. Employees will be required to call their supervisor when less than a normal workday is required by jury or witness duty. The supervisor shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

#### **ARTICLE 11 – EDUCATION AND CONFERENCE**

## 11.1. Time Off and Financial Reimbursement

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

## 11.2. Valid Business Expenses

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

## 11.3. Access to Training

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

#### **ARTICLE 12 – SALARIES**

## 12.1. Salaries

Effective January 1, 2022, wages shall be increased by 6% over the base wages of 2021. The 6% increase for pay periods that have already been processed will be retroactively paid to all AFSCME represented employees who were employed on or after January 1, 2022. The parties understand and agree that the "me too" language of the 2021 contract extension is no longer active and that the current contract is focused on future wage adjustments.

- 12.1.1. Effective January 1, 2023, wages shall be increased by 100% of the 2022 Seattle-Tacoma-Bellevue June to June CPI-U with a minimum of 1.5% and a maximum of 4.5%.
- 12.1.2. Effective January 1, 2024, wages shall be increased by 100% of the 2023 Seattle-Tacoma-Bellevue June to June CPI-U with a minimum of 1.5% and a maximum of 4.5%.

## 12.2. Step Increases

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

#### 12.3 **VEBA**

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

#### **ARTICLE 13 - LONGEVITY**

## 13.1. Longevity Pay Calculation

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

# **Years of Service**

5 years 2.0% of the monthly Grade a14, step E 3.0 % of the monthly Grade a14, step E

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

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

# 13.2. Longevity Pay Date

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

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

#### **ARTICLE 14 – DEFERRED COMPENSATION**

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

#### **ARTICLE 15 – PAY PERIOD**

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

All employees will participate in payroll direct deposit.

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

#### **ARTICLE 16 – MANAGEMENT RIGHTS**

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

- **16.1.** The right to establish reasonable work rules.
- **16.2.** The right to schedule overtime in a manner most advantageous to the Employer.
- **16.3.** The right to discipline and/or discharge employees for just cause.
- **16.4.** The right to determine work schedules, to establish the methods and processes by which work is to be performed and the number of employees necessary to perform the work.

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

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

## **ARTICLE 17 – UNION ACTIVITIES**

#### 17.1. Paid Release Time

With prior notice, the Employer will grant employees who are Union officials, or members who are appointed to a joint management committee, reasonable time off with pay for the purpose of attending scheduled meetings with City officials. Additionally, members may have 30 minutes prior to the meeting to prepare and 30 minutes after the meeting to debrief. The Shop

Steward or alternate Shop Steward and/or one Union official will be granted reasonable time off with pay by the immediate supervisor to investigate grievances. Notwithstanding the above, only two employees per work section shall be released to attend Union meetings during the workday and must code their time as union business.

## 17.2. Facility Access

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

#### 17.3. Union Communication

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

## 17.4. Training Time

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

# 17.5. Negotiations

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

# **ARTICLE 18 – LABOR/MANAGEMENT COMMITTEE**

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and complaints of a general nature affecting the Union and the Employer need consideration. To accomplish this end, the Employer and the Union agree that not more than three (3) authorized representatives of the Union shall function as onehalf of a Labor/Management Committee; the other half being not more than three (3) representatives of the Employer named for that purpose. The parties agree to allow expanded participation in Labor/Management Committee discussions, when necessary, by mutual agreement. Said committee shall meet as requested by either party for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. It is understood and agreed that the purpose of this committee does not include the hearing of formal grievances brought under the provisions of Article 23 of this Agreement.

#### ARTICLE 19 – WORK STOPPAGES AND EMPLOYER PROTECTION

# 19.1. Uninterrupted City Services

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

# 19.2. Work Stoppage

Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union immediately shall order, in writing, such members to cease engaging immediately in such work stoppage and shall provide the Employer with a copy of such order. In addition, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

# 19.3. Disciplinary Action for Work Stoppage

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

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

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

## **ARTICLE 20 – NON-DISCRIMINATION**

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

## **ARTICLE 21 – RECRUITMENT AND SELECTION PROCESS**

# **21.1.** Posting of Vacancies

Whenever the Employer determines to fill a vacant bargaining unit position, the Employer will post the announcement on the City's

website and provide the announcement to the Union's Executive Board. Vacancies may be posted as internal only recruitments for at least seven (7) working days or external recruitments for at least ten (10) working days. Any City employee may apply for a vacant position. All bargaining unit employees who apply and meet the selection criteria shall be tested in accordance with procedures set forth in the job announcement. Recruitments that are posted internally and then re-posted externally will be considered the same recruitment.

A bargaining unit applicant failing to advance during an internal only recruitment will not be considered during any subsequent external recruitment for the vacant position. Internal postings that result in only one employee passing the selection process may be re-posted externally. An internal applicant that has passed the prior internal selection process will be considered during the subsequent external process.

Any bargaining unit employee not meeting the selection criteria may request, and will receive in writing, the selection criteria used, and the criteria that they did not meet.

## 21.2. Selection Process

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

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

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

# 21.3. Eligible Candidate Pool

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

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

# 21.4. Promotional Opportunities

Whenever a promotional opportunity within the bargaining unit is created through the conversion of an existing filled position to a

new classification with higher duties, the Employer shall give only employees within the same classification and section an opportunity to apply for the promotion.

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

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

#### **ARTICLE 22 – PROBATIONARY PERIOD**

# 22.1. 12-Month Probationary Period

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

# 22.2. 6-Month Probationary Period

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

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

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

#### **ARTICLE 23 – GRIEVANCE PROCEDURE**

#### 23.1. Definition

Grievance is hereby defined as the question or challenge raised by an employee or the Union as to the correct interpretation or application of this Agreement by the Employer. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievance, which may arise during the life of this Agreement.

#### 23.2. Grievance Process

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

**Step 1.** An employee and/or his/her Union representative must present a grievance within fifteen (15) working days of occurrence or when the Union or employee knew or should have known of the occurrence to the supervisor, manager, or the official of the Employer most immediately involved. If, however, the grievance

concerns a payroll matter involving the computation of the employee's wages the grievance must be presented within thirty (30) calendar days of occurrence or when the Union or employee knew or should have known of the occurrence. The parties shall have fifteen (15) working days to resolve the grievance. The parties agree to meet to discuss the grievance at the request of either party.

- Step 2. The employee and/or Union representative shall present the grievance within 15 working days of the Step 1 response in writing to the employee's Department Administrator. The parties agree to meet to discuss the grievance at the request of either party. The Department Administrator shall attempt to resolve the matter within 15 working days of the receipt of the written grievance and provide their response in writing to the Union and the grievant.
- Step 3. If not resolved at Step 2, the employee (grievant) shall refer the matter in writing to the Union Grievance Committee for investigation and determination of whether the grievance shall be advanced. Advancement or settlement of a grievance beyond Step 2 of the Grievance Procedure shall be the sole authority of the Union Grievance Committee. The Grievance Committee shall be given reasonable time off with pay for this purpose.

- Step 4. If not resolved by the Department Administrator and advanced by the Grievance Committee, the grievance shall be presented, in writing, together with all pertinent materials to the Mayor or Judge within ten (10) working days of the Administrator's response. The Mayor, Chief Administrative Officer, or designated representative shall schedule a meeting with the Union for the purpose of hearing and reviewing the merits of the grievance. The Mayor, Chief Administrative Officer, or designated representative, shall attempt to resolve the grievance within ten (10) working days of receipt of the material.
- **Step 5.** In the event that the grievance is not resolved at Step 4, the matter may, within twenty (20) working days after the Step 4 decision has been rendered, be referred by either party to the arbitration process. If the matter is not referred to arbitration within this period, it shall be considered resolved.

If referred to arbitration: (1) the arbitrator's decision shall be final and binding, (2) the arbitrator shall be empowered to render a decision based on interpretation of the contract only and shall not add or delete from the provisions of this Agreement, (3) the arbitrator shall render a decision within thirty (30) days of hearing, (4) the arbitrator shall be selected by a joint request of a list of names (Washington) from the Federal Mediation and Conciliation Service (F.M.C.S.). Upon receipt, the parties shall eliminate names alternately until one name remains, (5) it is agreed that the costs shall be borne equally between the parties with the exception that if

the matter is a question of procedural arbitrability, the losing party shall bear all expenses for the services of the arbitrator. Except as provided above, each party shall be responsible for paying their own costs and fees incurred in the matter.

# 23.3. Employer Grievance

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

- **Step 1.** The Mayor or his/her designated representative shall present the grievance in writing to the Union Staff Representative within 10 days of occurrence. The Union shall attempt to resolve the matter within thirty (30) days of receipt.
- **Step 2.** If the matter is not satisfactorily resolved at Step 1, the Employer may within twenty (20) working days refer the matter to arbitration using the procedure outlined in Section 23.2, Step 5.

#### 23.4. Grievance Documentation

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

## 23.5. Grievance Timelines

Grievances shall be properly filed and processed within the timetables outlined at each step. If these timetables are violated by

the Union, the grievance shall be deemed waived. If violated by the Employer, the grievance shall be advanced to the next step. Through mutual agreement, the parties may put timelines on abeyance or extend them for a set period of time.

## **ARTICLE 24 – HEALTH, SAFETY AND PRODUCTIVITY**

## 24.1. Quality and Safety of Work

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

# **24.2.** Working Conditions

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

#### 24.3. Rain Gear

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

## 24.4. Custodial Services

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

## 24.5. Safety Shoes

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

- Airport Maintenance Worker
- Airport Operations Specialist

- Airport Operations and Maintenance Supervisor
- Building Inspector
- Capital Project Coordinator
- Code Compliance Inspector, Lead Code Compliance Inspector
- Construction Inspector
- Custodian, Maintenance Custodian, Lead Maintenance Custodian, Custodial Maintenance Supervisor
- Electrical Technician
- Facilities Supervisor
- Facilities Technician 1 and 2
- Fleet Management Technician
- Golf Course Maintenance Worker 1,2,3
- Grounds Equipment Mechanic
- HVAC Systems Technician
- Lead Electrical/Control Systems Technician
- Lead Vehicle & Equipment Mechanic
- Lift Station Technician
- Maintenance Services Worker 1,2,3 and Lead Maintenance Services Worker
- Pavement Management Technician
- Parks Maintenance Assistants 1&2, Parks Maintenance Worker 1,2,3 Lead Parks Maintenance Worker, Parks Maintenance Supervisor

- Signal/Electronic Systems Technician 1,2,3,
   Signal/Electronic Systems Supervisor
- Solid Waste Maintenance Worker
- Street Maintenance Services Supervisor
- Traffic Maintenance Worker 1,2, Senior Traffic
   Maintenance Worker, Traffic Signage & Marking Supervisor
- Vehicle & Equipment Mechanic
- Waste Water/Surface Water Maintenance Supervisor
- Water Maintenance Services Supervisor
- Water Meter Technician
- Water Quality/Treatment Plan Operator
- Water Utility Maintenance Supervisor
- Water Utility Inspector SCADA Technician
- Water Utility Maintenance Technician

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

## **ARTICLE 25 – SAVINGS CLAUSE**

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

#### **ARTICLE 26 – ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties is intended to replace the prior agreement and no oral statement shall add to or supersede any of its provisions.

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

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

## ARTICLE 27 – PRIORITY OF FEDERAL, STATE AND CITY LAWS

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

#### **ARTICLE 28 – VOLUNTEERS**

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

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

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

## **ARTICLE 29 – DISCIPLINE**

## 29.1 Discipline

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

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

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

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

#### 29.2 Demotion

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

## **ARTICLE 30 – LEAVE DONATION**

A Leave Donation Program has been established to assist employees faced with a serious medical illness or injury to themselves or an immediate family member. The Leave Donation Program will be administered in accordance with City Policy #350-12 (Leave Donation), as revised effective August 23, 2017. The following exception applies as a benefit above and beyond those granted by the Policy. State-Registered domestic partners shall be considered family when considering qualifying events for donation. Donated leave may be: vacation, compensatory time, personal holidays, and sick leave. Sick leave donation is capped at 40 hours per recipient per calendar year. The donator's bank cannot drop below 80 hours.

#### **ARTICLE 31 – LAYOFF AND RECALL**

# 31.1. Layoff and Recall

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

## 31.2. Definitions

31.2.1. <u>Adjusted Hire Date</u>: The date used to determine "City Seniority." The Adjusted Hire Date is calculated on the employee's length of continuous service with the City in a regular full-time or part-time position. Part-time

employees will have their length of continuous service adjusted for longevity purposes. Seniority earned as a regular, part-time employee shall be prorated. The City will calculate the number of compensated hours in any regular position and divide the total by full time equivalent hours (i.e., 2080 hours per year) to determine the employee's adjusted hire date for purpose of seniority.

- 31.2.2. <u>Bumping Rights</u>: An employee's ability to move into the same classification or another classification, in which he/she has previously achieved regular status, based on his/her overall seniority.
- 31.2.3. <u>Classification</u>: A classification is a position or group of positions performing similar duties that have the same title, class code, and salary range.
- 31.2.4. <u>Classification Series</u>: A series of related classifications with an entry level and one or more additional levels as defined in City Policy #320-01, Classification Series.
- 31.2.5. <u>Initial Probationary Period</u>: The probationary period served by a new employee when hired into a regular position with the City.
- 31.2.6. <u>Layoff</u>: A reduction in the workforce due lack of funds, lack of work, or the result of a reorganization.

- 31.2.7. Recall List (also called "Reemployment List," "Rehire List," or "Layoff List"): A list of employees who have been laid off from a specific classification and who are eligible for recall.
- 31.2.8. <u>Original Hire Date</u>: The first day an employee started working for the City, either in a regular status or non-regular status position.
- 31.2.9 <u>Previously Held Position</u>: A position within the City's classification system to which the employee has been formally appointed and successfully completed probation.
- 31.2.10. <u>Probationary Employee</u>: An employee in their initial probationary period who has not achieved regular employee status.
- 31.2.11. Recall (also called "Reinstatement"): When an employee on the recall list returns to the classification from which he/she was laid off or to a lower classification in which they previously achieved regular employee status.

# 31.2.12. <u>Seniority</u>:

31.2.12.1 <u>City Seniority</u>, or "Adjusted Hire Date," is an employee's length of continuous service with the City in a regular full-time or part-time position.

31.2.12.2 <u>Classification Seniority</u> is the date that the employee was appointed to his/her current position. Classification seniority shall be prorated as described under the definition of Adjusted Hire Date.

# 31.3. Departmental Review

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

## 31.4. Human Resources Risk Management Review

- 31.4.1 Once the Department Administrator has determined which classification(s) will be affected, Human Resources Risk Management (HRRM) will determine which employee(s) shall be laid off.
- 31.4.2. No lay-off or reduction to a lower classification shall be executed so long as there are non-regular (temporary) employees, whether full-time or part time, performing substantially similar job duties in a specific department/division.
- 31.4.3. For the purpose of the initial layoff, classification seniority shall be the determining factor. Employees shall be laid off from their department or major division in the inverse order of their classification seniority in the classification in which the work force is being reduced. New employees in the affected classification, serving in their initial probationary period, shall be separated before any regular Union employee is laid off in the work unit.
- 31.4.4. At no time shall layoff, bumping, or recall result in a promotion.
- 31.4.5. Tie-Breakers: In the event two or more employees have the same classification seniority, City seniority shall prevail. In the event two or more employees have the same City seniority, a tie-breaker will be used to determine the employee with the least seniority. The tie-breaker will be the last four digits of the

- employee's social security number. The employee with the lowest number shall be considered the employee with the lowest seniority.
- 31.4.6. It is understood that classifications may change title. If a classification has been re-titled or a new classification created and the duties are substantially the same, the employee shall be considered having "previously achieved regular employee status" in the re-titled or new classification.

## 31.5. Notice of Layoff

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

## 31.6. Bumping Rights

31.6.1. An employee who is laid off may replace another employee in an equal or lower classification series in which the employee works or has previously achieved regular employee status, provided such employee has greater City seniority than the employee whom

- he/she seeks to replace, and provided the replacing employee is qualified to perform the work without further training.
- 31.6.2. An employee who is laid off may not replace another employee in the same classification in the same workgroup from which they are in the process of being laid off.
- 31.6.3. The requirement to have previously worked in a classification shall not apply to employees bumping down to a lower compensated position within a recognized classification series (e.g., Maintenance Service Worker, Fire Inspector, etc.).
- 31.6.4. If the employee is not eligible to bump into another classification based on his/her City seniority, the employee shall be laid off and have his/her name placed on the recall list.

## 31.7. Recall Rights

- 31.7.1. The name of any employee who is laid off shall be placed on the recall list for a period of two (2) years.
- 31.7.2. Employees who are laid off may be recalled to the original classification from which they were laid off or to a lower classification in which they previously achieved regular status with the City, provided they are qualified at the time to perform the work in the

- classification to which they are recalled without further training.
- 31.7.3. When there is a recall during the life of the recall list, employees who are still on the list shall be recalled in the inverse order in which they were laid off.
- 31.7.4. The City shall not hire new employees in a given classification as long as there are still employees on the recall list eligible for recall to that classification.
- 31.7.5. If employees bump into another classification or if employees are recalled to a lower classification in a series, they shall have the right to return to the classification from which they were originally laid off as long as their name remains on the recall list.
- 31.7.6. An employee who bumps into the same classification but in a different department/division shall have no recall rights to the position from which he/she was originally laid off from.
- 31.7.7. Employees shall be responsible for keeping HRRM informed of a current e-mail, phone number, and postal mailing address. HRRM will provide notice of recall using e-mail and certified mail. Employees who are recalled to a position shall have seven (7) calendar days from the date they receive notification by certified mail of the recall to respond to HRRM and either accept or reject the position.

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

- 31.7.9.3 Employees affected by layoffs: Employees who bump into a different classification as part of a layoff shall retain their classification seniority as of the date of layoff and shall begin accumulating additional classification seniority when recalled back to the classification from which they were originally laid off. City seniority shall continue to accumulate as long as the employee remains continuously employed in a regular position.
- 31.7.9.4 **Accrual rates:** Longevity, vacation, and sick leave accrual rates shall be the same as they were on the date of the layoff.
- 31.7.10 Employees recalled, or rehired into a different regular position within the recall period, shall have their sick leave balance restored to the amount he/she had at the time of the layoff, excluding any cashed out hours.

### **ARTICLE 32 – FINGERPRINTING**

## 32.1. Fingerprint Check Requirements

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

### 32.2. Fingerprint Check Passed

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

# 32.3. Fingerprint Check Failed

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

## 32.4. Right of Appeal

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

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

### 32.5 Document Destruction

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

### **AFSCME, Local 2170 Contract**

2022 - 2024

Page 81

### **ARTICLE 33 – DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2022, and shall remain in full force and effect until and through December 31, 2024.

#### **CITY OF RENTON**

LOCAL 2170, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

			IVIONICIPAL EIVIPLOTEES, AFL-CIC	,
DocuSigned by:			DocuSigned by:	
	2/22/2022	8:34 AM		2/15/2022   12:48 PM
Armondo Pavone	Date	<del></del>	Jayson Gallaway	Date
Mayor			Local 2170 President	
DocuSigned by:	2 /21 /2022	0-00 4	DocuSigned by:	2/15/2022   1.50 pu
Ellen Bradley-Mak	2/21/2022	8:09 AM —		2/15/2022   1:59 PM F
Ellen Bradley-Mak	Date		Mark Watson, Staff Representativ	ve Date
HRRM Administrator			Washington State Council of	
— DocuSigned by:			County & City Employees	
Kim Gilman	2/21/2022	7:11 PM	<sup>1</sup> PSTChristian DeMarco	2/15/2022   2:36 PM
		_	* Christian DeMarco	
Kim Gilman	Date		Cnristian Delviarco	Date
HR Labor Manager  Docustgned by:			Member	
Janua Dinkelspiel	2/22/2022	8:23 AM	M PSMK Raabe	2/15/2022   2:51 PM
Janna Dinkelspiel	Date	_	Kristina Raabe	Date
Senior Employee Relations Analyst			Member	
DocuSigned by:	2 /24 /2022	0 40	DocuSigned by:	2/15/2022   2.05
1 169e	2/21/2022	9:48 PM	PSTManuel Cruz	2/15/2022   3:06 PM F
Kristin Trivelas	Date	_	Manuel Cruz	Date
Fiscal Services Director			Member	
			DocuSigned by:	
			Stephanie Rary	2/21/2022   7:51 AM F
ATTEST:			Stephanie Rary	Date
Docu Signed by:	2/22/2022	Q - 27 AM	<sub>ве</sub> Member	
Jason Seth	2/22/2022	0.27 AM	P31	
Jason Seth				
City Clerk	Date			
APPROVED AS TO FORM:				
DocuSigned by:	2/22/2022	8:26 AM	M PST	
Shane Moloney		<u> </u>		
Shane Moloney	Date			
City Attorney				

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

a03	*Accounting Assistant 1		
a05	*Accounting Assistant 2	a13	*Engineering Specialist 1
a07	*Accounting Assistant 3	a19	*Engineering Specialist 2
a09	*Accounting Assistant 4	a23	*Engineering Specialist 3
		a25	Facilities Coordinator
a09	Administrative Secretary 1	a21	Facilities Supervisor
a23	Airport Operations & Maintenance	a13	*Facilities Technician 1
	Supervisor	a15	*Facilities Technician 2
a11	Airport Maintenance Worker	a18	Farmers Market Coordinator
a13	Airport Operations Specialist	a11	Fleet Management Technician
a31	Assistant Airport Manager	a21	*GIS Analyst 1
a17	*Assistant Planner	a23	*GIS Analyst 2
a21	*Associate Planner	a26	*GIS Analyst 3
a21 a21	Building Inspector/Combination Building Inspector/Electrical	a01	Golf Course Associate
a23	Building Plan Reviewer	a04	*Golf Course Maintenance Worker 1
a20	Business Coordinator-Airport	a08	*Golf Course Maintenance Worker 2
		a12	*Golf Course Maintenance Worker 3
a23	*Business Systems Analyst	a09	<b>Golf Course Operations Assistant</b>
a27	*Senior Business Systems Analyst	a15	Grounds Equipment Mechanic
a28	Capital Project Coordinator	a20	Housing Repair Coordinator
a21	Case Manager	a20	Human Services Coordinator
a13 a15	City Clerk Specialist City Clerk Specialist 2	a19	HVAC Systems Technician
a26	*Civil Engineer 1	a08	Judicial Specialist
a30	*Civil Engineer 2	a12	Judicial Specialist 2
a33	*Civil Engineer 3	a22	Lead Code Compliance Inspector
a30	Client Technology Services & Support	a24	Lead Construction Inspector
	Supervisor	a25	Lead Electrical Control Systems Technician
a15	Client Technology Services Specialist 1	a16	Lead Golf Course Maintenance Worker
a19	Client Technology Services Specialist 2		
a19	Code Compliance Inspector	a11	Lead Maintenance Custodian
a12	Communications Specialist 1	a16	Lead Maintenance Services Worker
a21	Communications Specialist 2	a16	Lead Park Maintenance Worker
a21 a15	Construction Inspector Court Operations Specialist	a19	Lead Vehicle & Equipment Mechanic
a15	Court Operations Specialist Court Security Officer	a10	Legal Assistant
a21	Custodial Maintenance Supervisor	a15	Lift Station Technician
uzı	custodial Maintenance Supervisor	a17	Maintenance Buyer
a01	Custodian	a07	Maintenance Custodian
a17	Digital Communications Specialist	a04	*Maintenance Services Worker 1
a18	Development Services Representative	a08	*Maintenance Services Worker 2
a20	*Economic Development Specialist	a12	*Maintenance Services Worker 3
a19	Electrical Technician	a22	Neighborhood Program Coordinator
a21	Emergency Management Coordinator		J

a24	*Network Systems Specialist	a22	Senior Paralegal
a17	Paralegal	a28	*Senior Planner
a21	Park Maintenance Supervisor	a15	Senior Program Specialist
a01	*Parks Maintenance Assistant 1	a29	*Senior Systems Analyst
a03	*Parks Maintenance Assistant 2		
a04	*Parks Maintenance Worker 1	a13	*Signal/Electronics Systems Tech 1
a08	*Parks Maintenance Worker 2	a17	*Signal/Electronics Systems Tech 2
a12	*Parks Maintenance Worker 3	a21	*Signal/Electronics Systems Tech 3
a23	Pavement Management Technician	a23	Street Maintenance Services Supervisor
a13	Permit Services Specialist	a26	*Systems Analyst
a23	Plan Reviewer	a08	*Traffic Maintenance Worker 1
a15	Planning Technician	a12	*Traffic Maintenance Worker 2
a36	Principal Civil Engineer	a15	*Traffic Maintenance Worker, Senior
a03	Print & Mail Assistant	a21	Traffic Signage & Marking Supervisor
a13	Print & Mail Supervisor	a24	Transportation Planner
a04	Pro Shop Assistant	a22	Utility Accounts Supervisor
a16	Program Assistant	a15	Vehicle & Equipment Mechanic
a25	*Program Development Coordinator 1	a23	Waste Water Maintenance Services Supv.
a29	*Program Development Coordinator 2	a23	Water Maintenance Services Supervisor
a13	Program Specialist	a11	Water Meter Systems Specialist
a17	Public Records Specialist	a07	Water Meter Technician
a08	Purchasing Assistant	a17	Water Quality/Treatment Plant Operator
a18	Recreation Program Coordinator	a19	Water Utility Instrument/SCADA Tech
a09	Recreation Assistant	a26	Water Utility Maintenance Supervisor
a11	Recreation Specialist	a15	Water Utility Maintenance Technician
a14	Recreation Systems Technician		
a07	Secretary 2	*Classi	ification Series
a24	*Senior Economic Development Specialist		
a28	*Senior Network Systems Specialist		

# **APPENDIX B – SALARY INDEX FOR 2022**

		20	ZZ CII	OF KLI	VI OIV S	SALARY	ADLE					
AFS	CME.	Local 2170								ffootius.	COLA	6.0%
										ffective J		
Grade	Code	Position Title	ST Monthly	EP A Annual	ST	ЕР В	ST	EP C	ST	EP D	ST Monthly	EP E Annual
a40			10,331	123,972	10,847	130,164	11,397	136,764	11,976	143,712	12,580	150,960
a39			10,097	121,164	10,598	127,176	11,118	133,416	11,683	140,196	12,275	147,300
a38			9,839	118,068	10,331	123,972	10,847	130,164	11,397	136,764	11,976	143,712
a37			9,613	115,356	10,097	121,164	10,598	127,176	11,118	133,416	11,683	140,196
a36	2428	Principal Civil Engineer	9,369	112,428	9,839	118,068	10,331	123,972	10,847	130,164	11,397	136,764
a35			9,145	109,740	9,613	115,356	10,097	121,164	10,598	127,176	11,118	133,416
a34			8,922	107,064	9,369	112,428	9,839	118,068	10,331	123,972	10,847	130,164
a33	2475	Civil Engineer 3	8,707	104,484	9,145	109,740	9,613	115,356	10,097	121,164	10,598	127,176
a32	2425	Utility/GIS Engineer	8,496	101,952	8,922	107,064	9,369	112,428	9,839	118,068	10,331	123,972
a31	2078	Assistant Airport Manager	8,282	99,384	8,707	104,484	9,145	109,740	9,613	115,356	10,097	121,164
a30	2512	Client Technology Sys & Support Super.		97,008		101,952		107,064		112,428	9,839	118,068
a30	2474	Civil Engineer 2		97,008		101,952		107,064		112,428	9,839	118,068
a29	2570	Program Development Coordinator 2	7,887	94,644		99,384		104,484		109,740	9,613	115,350
a29	2451	Senior Systems Analyst		94,644	8,282	99,384		104,484		109,740	9,613	115,356
a28	2422	Senior Planner	7,692	92,304	8,084			101,952	8,922	107,064	9,369	112,42
a28	2480	Capital Project Coordinator	7,692	92,304		97,008		101,952		107,064	9,369	112,428
a28	2416	Senior Network Systems Specialist	7,692	92,304	8,084	97,008	8,496	101,952	8,922	107,064	9,369	112,428
a27	2452	Senior Business Systems Analyst	7,506	90,072	7,887	94,644	8,282	99,384	8,707	104,484	9,145	109,740
a26	2473	Civil Engineer I	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952	8,922	107,064
a26	2506	GIS Analyst 3	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952	8,922	107,064
a26	2417	Systems Analyst	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952	8,922	107,06
a26	3473	Water Utilities Maintenance Supervisor	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952	8,922	107,064
a25	2481	Facilities Coordinator	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384	8,707	104,484
a25	3484	Lead Electrical/Ctrl Systems Technician	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384	8,707	104,48
a25	2470	Program Development Coordinator 1	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384	8,707	104,48
a25	2170	Property Services Agent	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384	8,707	104,48
a25	8179	Signal/Electronic Systems Supervisor	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384	8,707	104,48

UZZ	_	027										
a24	2420	Database Technician	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952
a24	3450	Lead Building Inspector	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952
a24	3469	Lead Construction Inspector	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008	8,496	101,952
a24	2403	Senior Economic Development Specialist	6,970	83,640	7,321		7,692		8,084		8,496	101,952
a24	2419	Network Systems Specialist	6,970	83,640	7,321	87,852	7,692	92,304	8,084		8,496	101,952
a24	2476	Transportation Planner	6,970	83,640		87,852		92,304		97,008	8,496	101,952
a23	8475	Airport Ops & Maintenance Supervisor		81,624	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384
a23	2429	Building Plan Reviewer		81,624	7,143	85,716	7,506	90,072	7,887		8,282	99,384
a23	2421	Business Systems Analyst		81,624 81,624		85,716	7,506	90,072 90,072		94,644	8,282	99,384
a23	2472	Engineering Specialist 3	_	81,624	7,143 7,143	85,716 85,716	7,506 <b>7</b> ,506		7,887 7,887	94,644 94,644	8,282	99,384
a23 a23	2505 8175	GIS Analyst 2 Pavement Management Technician		81,624	7,143	85,716	7,506	90,072	7,887 7,887		8,282 8,282	99,384 99,384
a23	2450	Plan Reviewer		81,624	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384
a23	2484	Property Services Specialist		81,624	7,143	85,716	7,506	90,072		94,644	8,282	99,384
a23	8001	Street Maintenance Services Supervisor	6,802	81,624	7,143	85,716	7,506	90,072		94,644	8,282	99,384
a23	8002	Waste Water Maint. Services Supervisor		81,624	7,143	85,716	7,506	90,072	7,887		8,282	99,384
a23	8000	Water Maintenance Services Supervisor	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644	8,282	99,384
a22	2430	Lead Code Compliance Inspector	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008
a22	5197	Neighborhood Program Coordinator	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008
a22	5002	Senior Paralegal	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008
a22	6129	Utility Accounts Supervisor	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304	8,084	97,008
a21	2424	Associate Planner	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	3452	Building Inspector/Combination	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	3451	Building Inspector/Electrical	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	2016	Case Manager	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	2200	Communications Specialist 2	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	3472	Construction Inspector	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	8008	Custodial Maintenance Supervisor	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	5130	Emergency Management Coordinator	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	3089	Facilities Supervisor	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21 a21	5111 8006	GIS Analyst 1 Parks Maintenance Supervisor	6,471 6,471	77,652 77,652	6,802 6,802	81,624 81,624	7,143 7,143	85,716 85,716	7,506 7,506	90,072 90,072	7,887 7,887	94,644 94,644
a21	3483	Signal/Electronics Systems Technician 3	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	8004	Traffic Signage & Marking Supervisor	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
a21	8011	Water Meter Technician Services Superv	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072	7,887	94,644
		-										
a20	2079	Business Coordinator - Airport	6,313	75,756	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304
a20	2402	Economic Development Specialist	6,313	75,756	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304
a20	2487	Housing Repair Coordinator	6,313	75,756	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304
a20	2489	Human Services Coordinator	6,313	75,756	6,638	79,656	6,970	83,640	7,321	87,852	7,692	92,304
a19	6128	Accounting Supervisor	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19		Client Technology Services Specialist 2	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	2427	Code Compliance Inspector	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	7182	Electrical Technician	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	3453	Energy Plans Reviewer	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	2471	Engineering Specialist 2	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	3485	HVAC Systems Technician	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	7172	Lead Vehicle & Equipment Mechanic	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
a19	8178	Water Utility Instr./SCADA Technician	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716	7,506	90,072
510	2450	Dougla pmont Seeding Device 12	6.043	72.150	6 24 2	75 750	6.630	70.050	6.070	02.640	7 224	07.053
a18	3456	Development Services Representative	6,013	72,156	6,313	75,756	6,638	79,656	6,970	83,640	7,321	87,852
a18 a18	5195 2015	Farmers Market Coordinator Probation Officer	6,013 6,013	72,156 72,156	6,313 6,313	75,756 75,756	6,638 6,638	79,656 79,656	6,970 6,970	83,640 83,640	7,321 7,321	87,852 87,852
a18	2013	Recreation Program Coordinator	6,013	72,156	6,313	75,756	6,638	79,656	6,970	83,640	7,321	87,852 87,852
310	_555		0,013	,130	0,010	. 5,1 50	3,030	. 5,050	2,270	23,040	.,521	27,032
a17	2423	Assistant Planner	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716
a17	8374	Maintenance Buyer	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716
a17	5001	Paralegal	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716
a17	5012	Public Records Specialist	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716
a17	3482	Signal/Electronics Systems Technician 2	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716
a17	3470	Water Quality/Treatment Plant Operato	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716
a17	2205	Digital Communications Specialist	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624	7,143	85,716

a16	8284	Lead Golf Course Maintenance Worker	5,726	68,712	6,013	72,156	6,313	75,756	6,638	79,656	6,970	83,640
a16	8074	Lead Maintenance Services Worker	5,726	68,712	6,013	72,156	6,313	75,756	6,638	79,656	6,970	83,640
a16	8080	Lead Parks Maintenance Worker	5,726	68,712	6,013	72,156	6,313	75,756	6,638	79,656	6,970	83,640
a16	5194	Program Assistant	5,726	68,712	6,013	72,156	6,313	75,756	6,638	79,656	6,970	83,640
							***************************************					
a15	4014	City Clerk Specialist 2	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	2613	Client Technology Services Specialist 1	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	6167	Court Operations Specialist	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	7181	Facilities Technician 2	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	7184	Grounds Equipment Mechanic	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	8174	Lift Station Technician	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	5122	Planning Technician	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	5180	Senior Program Specialist	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	8574	Senior Traffic Maintenance Worker	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	7170	Vehicle & Equipment Mechanic	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a15	3474	Water Utility Maintenance Technician	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652	6,802	81,624
a14	5161	Asset Management Systems Technician	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756	6,638	79,656
a14	5160	Recreation Systems Technician	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756	6,638	79,656
- 13	0474	Aiment Operations Section 1	F 343	C3 744	F 570	CC 0 * 0	F 0.00	70.356	C 450	72.000	C 471	77.050
a13	8474	Airport Operations Specialist	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652
a13	3471	Engineering Specialist 1	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652
a13	7180	Facilities Technician 1	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652
a13	3487	Housing Maintenance Technician	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652
a13	6263	Permit Services Specialist	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896	6,471	77,652
a13 a13	7110 5179	Print & Mail Supervisor Program Specialist	5,312 5,312	63,744 63,744	5,579 5,579	66,948 66,948	5,863	70,356	6,158 6,158	73,896	6,471 6,471	77,652 77,652
a13	3481	Signal/Electronics Systems Technician 1	5,312	63,744	5,579 5,579	66,948	5,863 5,863	70,356 70,356	6,158	73,896 73,896	6,471	77,652
a13	3461	Signal/ Liectronics Systems Technician 1	3,312	03,744	3,373	00,348	3,803	70,330	0,138	73,830	0,471	77,032
a12	2201	Communications Specialist 1	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756
a12	8283	Golf Course Maintenance Worker 3	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756
a12	6166	Judicial Specialist 2	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756
a12	8173	Maintenance Services Worker 3	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756
a12	8083	Parks Maintenance Worker 3	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756
a12	8573	Traffic Maintenance Worker 2	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156	6,313	75,756
a11	8473	Airport Maintenance Worker	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	5014	City Clerk Specialist 1	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	7173	Fleet Management Technician	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	8183	Lead Maintenance Custodian	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	6265	Payroll Analyst	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	5007	Public Records Specialist	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	2486	Recreation Specialist	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a11	8109	Water Meter System Specialist	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356	6,158	73,896
a10	6164	Judicial Specialist/Trainer	4,934	59,208	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156
a10	6165	Legal Assistant	4,934	59,208	5,186	62,232	5,447	65,364		68,712	6,013	72,156
a10	6263	Permit Technician	4,934	59,208	5,186	62,232	5,447		5,726	68,712	6,013	72,156
a10	6163	Probation Clerk	4,934	59,208	5,186	62,232	5,447	65,364	5,726	68,712	6,013	72,156
a09	6131	Accounting Assistant 4	4,813	57,756	5,057	60,684	5,312	63,744	5,579	66,948	5,863	70,356
a09	1	Administrative Secretary 1	4,813	57,756		60,684	5,312	63,744	5,579	66,948	5,863	70,356
a09	8286	Golf Course Operations Assistant	4,813	57,756		60,684	5,312	63,744	5,579	66,948	5,863	70,356
a09	8070	Mechanic's Assistant		57,756		60,684	5,312	63,744	5,579	66,948	5,863	70,356
a09	2085	Recreation Assistant	4,813	57,756		60,684	5,312	63,744	5,579	66,948	5,863	70,356
200	0202	Golf Course Maintenance Worker 2	4 607	56,364	4024	59,208	E 10¢	62 222	5,447	65 261	E 726	60 712
a08	8282 7126	Golf Course Maintenance Worker 2 Housing Repair Technician		56,364	4,934 4 934	59,208	5,186 5	62,232	5,447 5,447	65,364 65,364	5,726 5,726	68,712 68,712
a08 a08	6162	Judicial Specialist 1		56,364		59,208	5,186		5,447 5,447	65,364	5,726 5,726	68,712
a08	6109	Lead Office Assistant		56,364	4,934		5,186	,	5,447 5,447	65,364	5,726 5,726	68,712
a08	8172	Maintenance Services Worker 2		56,364		59,208		62,232	5,447	65,364	5,726	68,712
a08	8082	Parks Maintenance Worker 2	4.697	56,364		59,208		62,232	5,447	65,364	5,726	68,712
a08		Purchasing Assistant		56,364		59,208		62,232	5,447	65,364	5,726	68,712
a08	8572	Traffic Maintenance Worker 1		56,364		59,208		62,232		65,364	5,726	68,712
			,	,	,,,-	,	-,	- ,	-,	,	-,	,

a07	6132	Accounting Assistant 3	4,583	54,996	4,813	57,756	5,057	60,684	5,312	63,744	5,579	66,948
a07	8184	Maintenance Custodian		54,996	4,813		5,057		5,312	63,744	5,579	66,948
a07	7112	Print & Mail Operator		54,996	4,813		5,057	60,684	5,312	63,744	5,579	66,948
a07	6142	Secretary 2		54,996	4,813		5,057			63,744	5,579	66,948
a07	8110	Water Meter Technician	4,583	54,996	4,813	57,756	5,057	60,684	5,312	63,744	5,579	66,948
a06			4,476	53,712	4,697	56,364	4,934	59,208	5,186	62,232	5,447	65,364
a05	6134	Accounting Assistant 3		52,368	4,583	54,996	4,813	57,756	5,057		5,312	63,744
a05	6130	Office Assistant 3		52,368	4,583		4,813			60,684	5,312	63,744
a05	6141	Secretary 1	4,364	52,368	4,583	54,996	4,813	57,756	5,057	60,684	5,312	63,744
a04	6160	Court Security Officer		51,108	4,476		4,697	56,364	4,934	59,208	5,186	62,232
a04	8281	Golf Course Maintenance Worker 1		51,108		53,712	4,697	56,364	4,934	59,208	5,186	62,232
a04	8181	Lead Custodian	4,259	51,108	4,476		4,697	56,364	4,934	59,208	5,186	62,232
a04	8171	Maintenance Services Worker 1		51,108		53,712	4,697	56,364	4,934	59,208	5,186	62,232
a04	8081	Parks Maintenance Worker 1	4,259	51,108		53,712	4,697	56,364	4,934	59,208	5,186	62,232
a04	6282	Pro Shop Assistant		51,108		53,712	4,697	56,364	4,934	59,208	5,186	62,232
a04	8576	Solid Waste Maintenance Worker	4,259	51,108	4,476	53,712	4,697	56,364	4,934	59,208	5,186	62,232
a03	6136	Accounting Assistant 1	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756	5,057	60,684
a03	6120	Office Assistant 2	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756	5,057	60,684
a03	8079	Parks Maintenance Assistant 2	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756	5,057	60,684
a03	7111	Print & Mail Assistant	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756	5,057	60,684
a02			4,061	48,732	4,259	51,108	4,476	53,712	4,697	56,364	4,934	59,208
a01	8182	Custodian	3,955	47,460	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756
a01	6281	Golf Course Associate	3,955	47,460	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756
a01	6111	Office Assistant 1	3,955	47,460	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756
a01	7079	Parks Maintenance Assistant 1	3,955	47,460	4,155	49,860	4,364	52,368	4,583	54,996	4,813	57,756
-												

LONGEVITY PAY						
	Step a14, E = \$6,638					
Completion of 5 Yrs	2% Step a14E	\$133	per month			
Completion of 10 Yrs	3% Step a14E	\$199	per month			
Completion of 15 Yrs	4% Step a14E	\$266	per month			
Completion of 20 Yrs	5% Step a14E	\$332	per month			
Completion of 25 Yrs	6% Step a14E	\$398	per month			
Completion of 30 Yrs	7% Step a14E	\$465	per month			

The City contributes 4% of employee's base wage per year to a deferred compensation account. (Article 14)

## **APPENDIX C – Telework Reopener**

During this current round of negotiations, both parties have a continued interest in creating a Telework program that benefits the City and the employees. To this end, either party may reopen this Agreement for the purpose of bargaining over issues related to working conditions contained in a revised Telework Policy, to be shared with the Union no later than July 1, 2022. In the meantime, any rejected Telework applications shall be shared with the Union.

# APPENDIX D – INDEX

Α	С
abuse of sick leave 32	callback27
accrual 30	call-back 25
Accrual39	candidate pool56
accrual rate39	cash out 31
accrual rates 78	cashed out hours 78
acting pay 30	Christmas Day 35
adjusted hire date69, 71, 72	city seniority 69, 71, 73, 74, 75, 77, 78
alternative work schedules19, 20	classification13, 14, 46, 50, 57, 68, 69,
alternative/flex work schedules 19	70, 71, 73, 74, 75, 76, 77, 78
anniversary 47	classification seniority72, 77
APPENDIX A – AFSCME Classifications	classification series 70
83	Classification Series 84
APPENDIX B – SALARY INDEX FOR	clean-up time22
2022 85	COBRA 44
APPENDIX C – Telework Reopener. 89	compensated hours 23
APPENDIX D – Index 90	compensatory 23
arbitration60, 61	compensatory time 23
at will 57	conferences 45
2	consecutive hours worked 21
В	continuous service69, 71
base rate38, 40	co-pays 41
bereavement leave 40	D
biennial budget process 74	D
bulletin boards 51	deferred compensation 48
bumping rights70, 74	demotion 68
bumps	dental42, 44
	disability plan 31
	discharge31, 49, 68

disciplinary action       54, 68         discipline       49, 68         double time       25         dues       16, 18	holiday
emergency situations	holidays falling on weekends
Extended Shift Overtime 26  F	insurance42, 44
F.M.C.S.       60         Fair Labor Standards Act       23         Federal Mediation and Conciliation       60         Service       60         fingerprint       79         flexible work schedules       20         flex-time       20         FMLA       30         G       grievance       57, 58, 59, 60, 61, 62         grievance procedure       58         grievances       51, 52	July 4
grievances	limited term

M	position review 14
management rights 49	posting of vacancies 54
Martin Luther King, Jr. Day 35	Preamble 9
meal and rest periods 21	premium30, 43
meal period 21	previously held position 71
medical42, 44, 69	priority of Federal, State and City
medical leave 30	Laws 67
membership 18	probationary employee 71
Memorial Day 35	probationary period 57, 70, 71, 73
	promoted 57
N	promotion30, 57, 73
new employees 18	promotional opportunity56, 57
New Year's Day 35	pro-rated38, 39, 48
non-discrimination 54	public interest 53
	D
0	R
officers 18	rain gear 63
oral reprimand54, 68	recall 71
orientation54	recall list 71
original hire date71	recall rights 75
overtime20, 21, 22, 23, 24, 27, 49	reclassification reviews 15
D	Recognition and Bargaining Unit 9
Р	reduction 44, 70, 72, 73
PAC program 17	reemployment list 71
pager 27	regular part-time 40
paid release time50, 52	REHBT 41, 42, 43, 44
part-time 38, 39, 40, 48	rehire list 71
pay period 48	REHP41, 43
pay stubs 49	reinstatement71
PERS 31	Renton Employees' Healthcare Board
PERS I 31	
1 LNJ 1 J1	of Trustees41, 43
personal holiday 38	of Trustees41, 43 Renton Employees' Healthcare Plan

rest period 22	U
S	union activities54 union membership and dues
safety shoes	deduction
seniority	vacancies       55         Vacancies       55         vacation       24, 32, 39, 40         Vacation Cash Out       40         Veterans' Day       35         volunteers       22, 28, 67
stewards	wages
Thanksgiving       35         tie-breaker       73         time banks       23         training       45, 46, 51	work stoppage