COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF ARLINGTON

and

ARLINGTON CITY EMPLOYEES, LOCAL 2849
OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, COUNCIL 2, AFSCME

January 1, 2019 through December 31, 2021

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PREAMBLE

This Agreement is made and entered into between the City of Arlington, referred to as the City and the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the City and the Union.

ARTICLE 1 - WARRANT OF AUTHORITY

The officials executing this Agreement on behalf of the City and the Union are acting under the authority of R.C.W. 41.56 to collectively bargain on behalf of the organizations which they represent.

ARTICLE 2 - UNION RECOGNITION

The City recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive representative for all full time and regular part-time Employees of the City of Arlington, excluding supervisors, confidential employees, firefighters, police officers, and casual employees as defined in PERC DECISION 11258-PECB.

ARTICLE 3 - UNION SECURITY

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

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

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

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 days of receiving the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, home address, personal phone (if the Employer has this information), work email and/or personal email (whatever is in the Employer's HRIS system), birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

The Employer shall honor the terms and conditions of each employee's voluntary authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer

that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

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

Section 2. New Employee Orientation

The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees and their Department at least two (2) full working days prior to the orientation of the new employee to allow for scheduling the presentation of information about the exclusive bargaining representative per RCW 41.56.037.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1. All the functions, rights, powers, and authority that are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the City. These rights include, but are not limited to the following:

A.) To determine its mission, policies that do not conflict with this Agreement, and to establish all standards of service offered to the public.

B.) To maintain efficiency and to make, alter, and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement

C.) To direct, hire, promote, demote, and transfer employees.

D.) To suspend, discipline or dismiss employees for just cause.

E.) To evaluate jobs, classify positions, establish qualifying requirements of employees and specify employee duties.

F.) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control, and direct the use of all materials required in the operation of services to be provided and performed; to schedule work; to schedule hours of work; to make, alter, and enforce regulations governing the use of materials, equipment, and services as may be deemed necessary by the City, provided that such regulations are not contrary to the terms of this Agreement.

G.) To prepare and/or revise the City Policies and Procedures.

H.) To enforce said Policies, subject to the grievance procedure contained herein.

I.) To contract out for goods and services subject to the provisions of RCW 41.56 and State Law.

J.) To take any and all actions necessary in an emergency.

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

Section 3. Any conflict between the provisions of this Agreement and the City of Arlington Civil Service Rules and Regulations or City Policies and Procedures shall be resolved as follows:

A.) To the extent the Agreement does not address a matter and Civil Service or the City Policies and Procedures do, then Civil Service or the City Policies and Procedures shall prevail; and

B.) To the extent the Agreement addresses a matter and Civil Service or the City Policies and Procedures also do so, the Agreement shall prevail.

C.) The parties agree that any new Rules and Regulations and policies or procedures that are mandatory subjects of bargaining will be negotiated prior to their change or implementation.

Section 4. It is the intention of the City and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the City, except insofar as expressly and specifically surrendered or limited by the express provisions of the Agreement.

ARTICLE 5 - UNION RIGHTS

Section 1. Union Business. Recognizing that Labor/Management relations are of significant importance to the City and the Union, reasonable time off with pay from normal working hours shall be granted to official Union Representatives for handling grievances, attending meetings or other legitimate Union business subject to reasonable notice and the agreement of the supervisor.

Official Union representatives shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of the City. The Union shall be afforded the same ability to utilize City facilities as other bargaining units within the City for the purpose of holding Union meetings and communicating with members.

Section 2. Bulletin Board - The City shall provide suitable space for a Union furnished bulletin board on its premises in an area frequented by all employees within the bargaining unit. The Union shall limit its posting of notices and bulletins to such bulletin boards.

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

Section 4. The Union agrees to provide the City with an updated list of official Union representatives with fourteen (14) calendar days of any election or change.

Section 5. Upon the written request of the Union, the City agrees to provide a list of employees filling positions (including promotions and reclassifications) within the bargaining unit for which such information is requested, within fourteen (14) calendar days of receipt of the written request. The Union

will be notified of any changes to a bargaining unit employee's status of employment within fourteen (14) calendar days i.e. promotions, demotions, separation of employment, layoffs, or reclassifications.

Section 6. The City agrees to allow official Union representatives to use the City's email system on a limited basis for the purpose of communicating meeting reminder notifications to the membership or to communicate directly with the City on an issue of importance to the membership.

ARTICLE 6 - HOURS OF WORK

Section 1. Hours of Work.

A.) The normal full-time workday shall consist of eight (8) hours, excluding the normal unpaid lunch period. The normal full-time work week shall consist of forty (40) hours in five (5) consecutive days. The normal work week begins at 12:01 AM on Sunday and ends at 12:00 midnight the following Saturday. Time actually worked, sick leave, vacation and legal holidays, shall be considered as compensable hours.

B.) FLSA-exempt salaried employees are generally expected to observe regular business hours, which are currently 8 a.m. to 5 p.m., Monday through Friday. At times the responsibilities of their position may require that they work more than regular business hours.

1) Although FLSA-exempt employees are not entitled to overtime compensation, compensatory time will be earned under approved circumstances.

2) FLSA-exempt employees shall earn one (1) hour of compensatory time for each hour worked in excess of forty-eight (48) hours actually worked in a workweek, up to a maximum of eight (8) hours of compensatory time.

3) Compensatory time off may be scheduled only with supervisory approval.

4) FLSA-exempt employees required by a supervisor to work on a legal holiday shall earn one and one-half (1.5) hours of compensatory time for each hour worked on the legal holiday in addition to their normal salary.

Section 2. Changes in Normal Work Week / Hours.

A,) Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work week/hours, the City will give written notice of such change to the Union as far in advance as it is reasonably practical, but in no case less than ten (10) calendar days.

B,) Department Directors may approve requests from employees for alternative work schedules. Alternative work schedules include but are not limited to: modified shift start and end times; 9/80 schedules; and 4/10 schedules.

Section 3. Rest Periods. Full-time employees shall receive a maximum of two (2) fifteen (15) minute paid rest/relief periods in each day's work schedule. Rest periods should occur approximately midway during each of the first and second half of the work day, scheduled so that service to the public will not be impaired. With supervisory approval, such rest/relief periods may be added to the normal lunch period but not taken at the end of a work day. A series of short "intermittent breaks", small breaks of a few minutes each that total 15 minutes every four hours, are permissible if the nature of the employee's work

allows for such intermittent breaks. An employee who misses a rest/relief break shall notify a supervisor as soon as possible.

Section 4. Overtime Pay. FLSA non-exempt employees shall be paid one and one-half (1½) times their Standard Hourly Rate of pay (including any additional wage premiums if required by the FLSA) for all authorized hours worked in excess of forty (40) hours in any work week. Work on a Saturday or Sunday, shall not be considered overtime when it is a regularly scheduled work day for the employee.

Section 5. Compensatory-time. The employee may request to take compensatory time off at one and one-half (1½) times the actual hours worked in lieu of overtime pay. Such time off will be scheduled with the approval of the employee's supervisor and shall not create an overtime event for other employees. In the event that the compensatory time cannot be scheduled, the employee shall be paid for the overtime as specified above. Employees may accrue up to a maximum of forty (40) hours of comp-time. Any hours in excess of forty (40) hours shall be paid in accordance with Section 4 of this Article.

Section 6. FLSA Exempt Status. Employees occupying FLSA exempt positions are not eligible for overtime compensation. New positions added to the classification grid will be evaluated to determine the FLSA status. Exempt employees may be allowed to flex their schedule to accommodate a requirement to attend meetings outside of their regular work hours, special projects and emergency situations, with the approval of the employee's supervisor.

Section 7. On-call.

A.) On-Call Assignments. On-Call positions shall be staffed every day of the year for the following departments:

Water Department: One On-Call person for water treatment plant and one for water distribution system operations and emergencies.

Wastewater Department: One On-Call person for water reclamation plant and wastewater collection system operations and emergencies.

M&O Department: One On-Call person for operations and emergencies involving City transportation system (Streets), City parks, storm system, Arlington Cemetery, and Arlington Municipal Airport.

Other departments may invoke temporary assignment of an On-Call position to meet emergency or unexpected work necessary to ensure public safety and continuity of operations.

In the event an employee is required to be on call to operate the Water Treatment Plant or Wastewater Treatment Plant and operate on call as field staff in the Water Distribution System or Wastewater Collections System, the employee shall be compensated a minimum of two (2) hours at one and one half (1½) times the employees' Standard Hourly Rate of pay per day.1

B.) Schedule. The director or designee of each department shall, prepare and post for employees an on-call schedule specifying the date, hours of on-call status and employee name on a quarterly calendar basis. The on-call schedule for subsequent quarters shall be posted not less than one (1) calendar month prior to the effective date of the new schedule.

Department employees may trade assigned on-call shifts with other employees in that department with prior approval of the director or their designee. Such trades shall not be for less than a complete on-call shift, (i.e. each weekday or a full weekend day) and shall be documented on the work schedule at least three (3) days in advance of any trade. On-call shift trades with less than three (3) days' notice shall be accompanied by an email to the workgroup, when possible.

In the event of a personal emergency that precludes the on-call employee's ability to report to work for On-Call duties or to respond to emergency after hour calls for service, the employee must notify the director or designee to ensure the City's ability to respond to emergencies.

C.) Hours. Regular working hours are 7:30 AM through 4:00 PM each day. This schedule applies to weekdays, weekends and holidays. The normal hours are staffed through a rotating schedule established annually.

Regular seasonal working hours are 6:30 AM through 3:00 PM or as scheduled by the director or designee as needed.

Weekday on-call hours shall be from 4:00 PM to 7:30 AM. Weekend on call hours shall be from 4:00 PM on Friday through 7:30 AM Monday.

D.) Procedure. The employee who is on-call shall follow the department on-call procedures, including utilizing any specialized vehicle and carrying any equipment or electronic devices required for the performance of the specified on-call services.

E.) Compensation. Employees on-call are compensated for remaining available to respond to emergencies, carrying and monitoring a phone, computer, and/or pager, and remaining alcohol and substance free during the on-call period. Employees scheduled for on-call duty shall be compensated for On-Call pay a minimum of one (1) hour at one and one half (1½)

1 If on call on a holiday, the employee shall record the holiday as eight (8) hours of Holiday Pay and shall receive one and one half (1½) times their Standard Hourly Rate for all hours worked, with a minimum of two (2) hours per day. When work hours occur concurrently with Holiday Pay, including the two (2) hour minimum, such Holiday Pay shall not count as compensable hours worked for the purposes of calculating overtime in that week, notwithstanding the contrary provision in Article 6, Section 1.

times the employee's Standard Hourly Rate of pay for each full day served on the on-call status, or a minimum of two (2) hours at one and one half (1½) times the employee's Standard Hourly Rate of pay for each full day served on a holiday. Holidays for purposes of this section are the City-observed date.[2]

A phone call or computer contact that requires the employee to respond between 5 p.m. and 5 a.m. but that does not cause the employee to leave their location shall be deemed a "Call-In" and be compensated at the rate of half (½) an hour paid at one and one half (1½) times the employee's Standard Hourly Rate of pay. Additional phone calls or computer contacts that require the employee to respond between 5 p.m. and 5 a.m. shall be considered a new "Call-In." This would include answering and addressing any on-call phones, computers or pagers during the on-call period and be considered additional work performed on the City's behalf and be compensated separately from the on-call pay.

A phone call or computer contact received while on-call that causes the employee to leave their location and respond shall be deemed a "Call-Out" at 2 hours paid at one and one half (1½) times the employee's Standard Hourly Rate of pay. Any work performed during the two (2) hours shall be considered as already compensated. On-Call duty will be listed on the time sheet separate from regular hours worked, under the title of On-Call Duty.

Call-Ins and Call-Outs must be substantiated with a copy of the Alarm Record and required action taken.

In the event an on-call employee is required to respond and report to an operational emergency or declared emergency situation, the employee, or any other employee needed to assist in the emergency situation, shall be compensated a minimum two (2) hours at one and one half (1½) times the employees' Standard Hourly Rate of pay, or the actual duration of the emergency, whichever is greater. Such time shall be calculated on a portal to portal basis (i.e. from home to the emergency scene to home), and will be listed under overtime on the employee's time sheet.

Section 8. Callback. Non-exempt employees who are ineligible for pay under Article 6 section 7(E) will receive Callback as follows: when the employee is required by the employee's supervisor or Department Head to report to work onsite without advance notice and during the employee's non-working hours, the employee will be compensated a minimum of two hours at the overtime rate. No more than one callback will be paid for the same two-hour period.[3]

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[2] For hours worked on a holiday, the employee shall record the holiday as eight (8) hours of Holiday Pay and shall receive one and one half (1½) times their Standard Hourly Rate for all hours worked, with a minimum of two (2) hours per day for each full day served on a holiday. When work hours occur concurrently with Holiday Pay, including the two (2) hour minimum, such Holiday Pay shall not count as compensable hours worked for the purposes of calculating overtime in that week, notwithstanding the contrary provision in Article 6, Section 1.

[3] If called back on a holiday, the employee shall record the holiday as eight (8) hours of Holiday Pay and shall receive one and one half (1½) times their Standard Hourly Rate for all hours worked, with a minimum of two (2) hours per day. When work hours occur concurrently with Holiday Pay, including the two (2) hour minimum, such Holiday Pay shall not count as compensable hours worked for the purposes of calculating overtime in that week, notwithstanding the contrary provision in Article 6, Section 1.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 1. Full-time Employees. A full-time employee is defined as working a minimum of forty (40) hours per week year round.

Section 2. Part-time Employees. A part-time employee is defined as an employee working between twenty (20) and forty (40) hours per week year round. The City acknowledges that the Union is the exclusive bargaining representative for regular part-time employees performing bargaining unit work. The parties agree to bargain which benefits and other contract terms apply to part-time employees and to include those terms and conditions as an appendix to this Agreement.

Section 3. Temporary Employees. A temporary employee is any employee hired to work for a defined and/or limited period of time in a full-time or part-time position and/or for seasonal work, and is not anticipated to work more than one thousand two hundred (1,200) hours per year. The City and the Union recognize that the City has a current system in place that utilizes temporary employees to assist in maintaining city facilities and infrastructure.

Section 4. Interns. When interns are utilized, the City will notify the Union of their job duties, work location and duration prior to their arrival.

Section 5. Benefit Eligibility. Full-time employees will be eligible to participate in the City's group insurance plans and all other benefit programs for which they meet the eligibility requirements.

ARTICLE 8 - PAID HOLIDAYS

Section 1. Holidays. The following are the paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday.

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
The Day after Thanksgiving	Fourth Friday of November
Christmas Day	December 25
Two Floating Holidays	

A.) Full-time employees shall be eligible for paid holidays in accordance with this article. The two (2) floating holidays will be taken at the employee's choice with the approval of their supervisor. A new employee hired between January 1 and June 30 shall be eligible to earn two (2) floating holidays in their first continuous year of employment. A new employee hired after July 1 shall be eligible to earn one (1) floating holiday.

When a holiday occurs on a Saturday, the holiday will be observed on the preceding Friday. When the holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

When an employee's regularly scheduled day off is the day the holiday is observed, the employee shall schedule and take another day off by the end of the next pay period.

B.) Employees not scheduled to work on a holiday and not on call but called in to work a holiday because of business needs shall be paid two and one-half (2 ½) times their Standard Hourly Rate of pay for all hours worked.[4]

Holidays which occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave.

C.) Employees, with prior approval of their Supervisor, may observe religious holidays as an approved absence without pay, or as time charged to vacation accrued for use during the year or by utilizing a personal holiday.

ARTICLE 9 – VACATIONS

Section 1. Leave Accrual/Eligibility. Regular full-time employees shall be eligible to accrue vacation leave with reference to the following:

A regular full-time employee will have an accrual schedule as shown in the table which is a part of this section.

For the purposes of calculating completed months of service for vacation leave accrual rates, the employee's regular weekly work schedule includes regular hours worked, paid holidays, vacations, sick leave and bereavement leave, and excludes overtime hours and unpaid leave of absence periods.

New employees shall accrue vacation benefits from the date of employment for use following completion of six (6) months of continuous employment.

[4] Holiday Pay (straight time Standard Hourly Rate) plus 1½ times the Standard Hourly Rate of pay for hours worked = 2 ½ times the regular rate of pay. When work hours occur concurrently with Holiday Pay, such Holiday Pay shall not count as compensable hours worked for the purposes of calculating overtime in that week, notwithstanding the contrary provision in Article 6, Section 1.

Vacation Leave Accrual Schedule

Completed Months of Continuous Service	Monthly Vacation Accrual (Hours)	Annual Accrual (Hours)
0-24 months	8 hours	96 hours
25-48 months	10 hours	120 hours
49-72 months	12 hours	144 hours
73-96 months	14 hours	168 hours
97-120 months	16 hours	192 hours
121-180 months	18 hours	216 hours
181+ months	20 hours	240 hours

All employees shall remain at their current accrual rates until they are eligible to move to the next step.

Section 2. Vacation Leave—Maximum Accrual. An employee's accrued unused vacation leave may accumulate up to a maximum of three hundred (300) hours.

Employees who are denied the opportunity to take vacation leave during the year because of City business reasons may apply to the City Administrator no later than November 1st of each year to seek an allowance to carry over more than the cap of 300 hours into the first quarter of the following year. Such request must be accompanied by scheduled days to be taken off in the first quarter of the following year that have been pre-approved by the employee's department head.

Section 3. Scheduling

A.) Employees may schedule vacation time with the approval of their supervisor.

B.) Vacation will be available for use only after it has been earned and credited to an employee's vacation leave account.

C.) Scheduling conflicts will be resolved using the following criteria: timeliness of request; length of continuous employment; and reasonable rotation of popular vacation times. Once vacation time has been approved by the employee's supervisor, no bumping by seniority shall occur.

D.) Vacation cannot be scheduled or taken so as to cause an overtime event.

Section 4. Upon Separation of employment from the City. An eligible employee with at least six (6) months of continuous employment will be paid their accrued and unused vacation time. In no event shall the employee vacation and sick leave pay-out exceed two hundred and forty (240) hours combined, as per RCW 41.50.150.

Section 5. Transfers and Layoffs. Any employee transferring from one department to another, or rehired within eighteen (18) months after a layoff, shall accrue vacation leave benefits based upon the total time of active employment with the City. During the eighteen (18) month laid off period employees will retain their length of continuous service and accrued sick leave, if any sick leave remains in the employee's account.

ARTICLE 10 - SICK LEAVE

Section 1. Sick Leave Policy for Full-Time Employees.

A.) Sick leave is defined as a specific period of time that an employee is absent from work due to a personal illness, accident or disability, or that of an immediate family member who has a medical condition that requires treatment or the employee's presence for care or as otherwise stated in Article 10, Section 3 (B).

B.) The term "immediate family" is normally defined as the spouse, state-registered domestic partner, son, daughter, parent, grandparents, grandchild, parents-in-law, sibling, or any person residing with or legally dependent upon the employee.

C.) Sick leave may also be used for any circumstances covered under the Washington Family Care Act, RCW 49.12.270, as well as WAC 296-130-030.

Section 2. Sick Leave Accrual.

A.) Eligible full-time employees shall accrue sick leave benefits at the rate of eight (8) hours per completed calendar month of continuous employment for use following one (1) month's continuous employment.

B.) Employees may accrue unused sick leave as specified in A of this Section provided however, no employee shall carryover a balance of greater than one thousand (1,000) hours into the next year.

a. Any sick leave accrued over one thousand (1,000) hours as of December 31st each year shall be cashed out at a rate of one third (1/3) of such leave and such amount shall be deposited into the employee's HRA VEBA account.

C.) Sick leave will be available for use only after it has been earned and credited to an employee's sick leave account.

D.) In no event shall an employee be allowed to take more sick leave than is available in the employee's sick leave account.

Section 3. Reporting and Use of Accrued Sick Leave.

A.) It is the responsibility of employees to notify the City in the event of any absence immediately following the start of each workday. Failure to notify may result in the loss of sick leave pay for the day, unless such failure is due to the incapacitation of the employee, at which point the employee will notify the city as soon as possible.

B.) Accrued paid sick leave benefits shall be granted when the employee is required to be absent from work for the Employee's, or a member of the employee's immediate family's, following conditions;

a. Injury, illness, accident, disability or preventative health care of the employee or the employee's immediate family requiring the employee's presence in accordance with local, state or federal laws.

b. For a State Industrial Insurance claim sick leave can be utilized to supplement the L&I payments as allowed by state law.

c. Disability of the employee or employee's spouse or child due to pregnancy, childbirth, and associated periods of recovery. This also applies to the birth of the employee's child if not otherwise addressed herein.

d. Medical, dental, or optical care of the employee or immediate family member.

e. Any approved medically necessary treatment program.

f. Sick leave shall not be charged against an employee on a regularly scheduled day off.

C.) In the event that the employee is absent for a condition listed in B. above, and has exhausted all accrued sick leave, the following shall be applied:

1) Earned but unused compensatory time; followed by
2) Earned but unused vacation time: followed by
3) Earned but unused floating holidays; followed by
4) Shared leave as identified in Section 6.
5) Leave of absence without pay, which may result in a review of the employee's attendance record.

In the event that the employee incurs a personal illness, injury, accident or disability, or that of a member of the immediate family, while the employee is on scheduled vacation leave, the employee may cease utilizing vacation leave and convert to the use of accrued sick leave. Such conversion from vacation to sick leave shall normally require a physician's certification.

Section 4. Separation from Employment. The maximum amount of unused sick leave to be paid to the employee upon separation of employment from the City will be one-third (1/3) of the employee's accrued and unused sick leave. In no event shall the employee's combined sick leave and vacation cash-out exceed two hundred forty (240) hours, as per RCW 41.50.150.

Section 5. Administrative provisions.

A.) The City may require a physician's statement for absences of four or more days indicating that the use of sick leave was necessary for the employee or employee's immediate family member, and was for the purposes stated in this Article. The physician's note, however, need not explain the nature of the medical condition except as may be necessary for Family Medical Leave certification.

B.) Sick leave use is computed up to the nearest fifteen (15) minutes and for the approved payable absence period up to the regularly scheduled hours of work for the day(s) absent.

C.) Employees on leave of absence are not eligible to accrue sick leave benefits.

D.) Employees may use other paid time off to care for sick immediate family members as defined in this article or for their own absence due to personal illness, accident or disability, per City Policy and applicable local, state or federal laws.

Section 6. Shared Leave. Shared leave shall be in accordance with the most current adopted city policies and procedures.[5]

ARTICLE 11 – BEREAVEMENT LEAVE

In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full time employees. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse, brother, sister, father, mother, stepfather, stepmother, grandparent, children, stepchildren, grandchildren, father-inlaw, mother-in-law, grandparent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, or any person residing with or legally dependent upon the employee.

Three consecutive workdays off with pay will be approved to attend the funeral or memorial service. (Maximum 24 hours). Two additional consecutive work days off with pay may be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way. A maximum of 16 hours may be approved, subject to the approval of the City Administrator.

ARTICLE 12 – JURY DUTY

Section 1. Jury and Court Duty. An employee shall be granted leave with pay while required to perform jury service.

A.) During the period of such absence, employees will receive their regular wages, minus the amount received as jury duty or witness fees excluding mileage or other expenses paid by the Court, and the employee shall submit a copy of their jury duty warrant to the payroll department.

B.) An employee who is released from jury or witness service during his/her regular shift, the employee shall call his/her City for instructions.

C.) When employees receive notice of jury duty they shall notify their City within three (3) calendar days of receipt of the notice.

ARTICLE 13 – LEAVES OF ABSENCE

Section 1. Adjustments. Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's

[5]. During the life of this collective bargaining agreement (2019-2021), in conjunction with other represented groups in the City, the parties shall bargain the City's current Shared Leave Policy No. 3-7, as well as a successor policy which does not involve the donation of sick leave.

continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. Any unpaid leave beyond 90 days will be evaluated on a case by case basis.

Section 2. Personal Leave of Absence.

A personal leave of absence may be granted in conjunction with an Employee's vacation period where valid reasons exist and with the approval of the City. Requests must be submitted at least thirty (30) calendar days in advance (except in emergency situations). Consideration of the Employee's request for a personal leave of absence shall include the reason(s) for requesting the leave, the length of time desired, the work load involved and the need for a replacement employee. An approved personal leave of absence shall not exceed ninety (90) calendar days. Accrued vacation time must be used in conjunction with an approved personal leave of absence. A personal leave of absence is not to be used as a substitute for resignation or to enable an employee to perform comparable work elsewhere.

Section 3. Employee Status and benefits during leave

While an employee is on leave, the City will continue the employee's "group health plan" during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's immediate family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance Department by the twenty fifth (25th) day of each month for the following month's coverage. If the payment is more than thirty (30) calendar days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide fifteen (15) calendar days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City may discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

ARTICLE 14 - LIGHT DUTY

Section 1. Light Duty. An employee who is injured and is subsequently unable to perform his/her normal duties shall be assigned to light duty, within reason, if the city has a business need for such work and upon examination of the employee's own physician. The City reserves the right, at its own expense, to have the employee examined by a City appointed physician. An employee's salary while on light duty shall be at the employee's Standard Hourly Rate of pay for the hours worked and will be available as needed by the City. There is no guarantee that light duty will be available, nor is there any guarantee of how many hours

might be available for the employee to work. The employee's heath care provider will be required to approve the job description of the light duty assignment prior to the employee commencing work, and must provide written authorization for the employee to perform the specific duties of the light duty assignment.

The position of light duty shall not exceed a period of thirty (30) calendar days and may be extended by an additional thirty (30) calendar days at the discretion of the Department Director or designee. If the illness or injury requires additional time off, the Director or designee may extend the light duty period, if there are sufficient and compatible duties to be performed. A light duty assignment may last, but not exceed sixty (60) calendar days total. If the employee cannot return to their normal duties after sixty (60) calendar days, the employee must use accumulated vacation, sick leave, compensatory time, floating holidays, and unpaid leave; or apply for leave of absence; or be subject to dismissal. Light duty after sixty (60) calendar days may be considered on a case by case basis.

Light duty work shall be performed during normal administrative hours. Other work schedules may be arranged by mutual agreement between the employee and City.

ARTICLE 15 – FAMILY AND MEDICAL LEAVE AND PAID FAMILY MEDICAL LEAVE

Section 1. Family and Medical Leave (FMLA) will be made available to qualified employees in accordance with current City policy and pursuant to current state and federal laws.

A.) At the employee's choice, he/she may opt to retain a maximum of forty (40) hours of vacation and forty (40) hours of sick leave on the books.

Section 2. Paid Family Medical Leave - Beginning with the January 7, 2019 paycheck, as required by the new Washington State Paid Family Medical Leave law, the City will contribute .4% of employee pay to the program, of which, 63% (.6333) will be from withholding from employee paychecks and 37% (.3667) shall be paid by the City.

A.) Upon thirty (30) days notice at the conclusion of the State rulemaking process, either party may request to bargain the impacts of the new Paid Family Medical Leave benefits prior to their implementation in 2020.

ARTICLE 16 – CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. Employees will be classified and paid in accordance with the applicable wages defined in Appendix A to this Agreement.

Section 2. Rates of Pay. No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for the position to which they are assigned as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of forty (40) hours per week.

Section 3. Starting Rate Upon Initial Employment. New employees shall be appointed at a step in the appropriate pay range. A notice will be sent to the Union for any new employee who is appointed to step C or higher.

Section 4. Pay Rate Upon Promotion. A promotion is a change to a higher compensated classification. An employee who is promoted shall be paid at the step in the new pay range which represents at least a two (2) step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new pay range, whichever is greater, provided that such increase does not exceed the maximum step of the new pay range. Employees shall serve a trial service period per Article 18, Section 3.

Section 5. Pay Rate Upon Demotion. A demotion is a movement to a lower compensated classification. The resulting pay step shall not be higher than the maximum nor lower than the equivalent step of the lower pay range. (I.E. Step C to Step C)

Section 6. Pay Rate Upon Voluntary Demotion. An employee who takes a voluntary demotion will be placed at a step in the new range that most closely matches his/her current salary.

Section 7. Pay Rate Upon Demotion From Promotion. An employee who is demoted from trial service following promotion shall receive the same step in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

Section 8. Pay Rate Upon Transfer. An employee who transfers from one position to another within the same class, or from a position in one class to a position in a different class that is assigned to the same pay range, shall continue to receive the same rate of pay as before the transfer.

Section 9. Calculating Hourly Wage. For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula: $Annual\ salary\ \div 2080\ hours\ = Standard\ Hourly\ Rate$. Annual salary is calculated by the following formula: $Monthly\ salary\ in\ current\ range\ \&\ step\ (see\ Appendix\ A) \times 12$.

The above formula is used to calculate the Standard Hourly Rate for determining sick leave cash-out, and vacation leave cash-out.

Section 10. Advancement Within A Pay Range. Employees will receive a step increase based upon completion of one (1) year of continuous employment at the current step in the pay range, unless the employee receives a "BELOW SATISFACTORY" rating in the "OVERALL RATING" category in their annual performance appraisal. If he/she receives a "below satisfactory" rating the City shall re-evaluate the employee every three (3) months for the purpose of improving the evaluation to the normal range. Upon successful improvement of the evaluation rating, the employee would then move to the next step. Any increase in an employee's rate of pay shall be effective on the first day of the month following completion of one (1) year of employment and annually thereafter except as otherwise provided in this Agreement. If the city fails to provide the employee with his/her annual performance appraisal within the month of hire or promotion date, he/she will automatically be moved to the next step.

Section 11. Adjustments to the Anniversary Date (Step Adjustment Date). The anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

A.) Upon promotion or disciplinary demotion, the existing anniversary date shall be eliminated and the first day of the month following such promotion or demotion shall be used to calculate the new anniversary date;

B.) When an employee is demoted from trial service following promotion, the anniversary date held prior to such promotion shall be reestablished;

C.) For purposes of seniority within a classification, when an employee returns from layoff and is re-employed in the same classification as originally held, he/she shall retain their original anniversary date;

D.) When an employee returns from layoff during the recall period and is reemployed in a classification other than that originally held, he/she shall retain their original anniversary date.

Section 12. Pay Rate Upon Reinstatement Or Rehire. A person who is recalled from layoff within eighteen (18) months and is reinstated into the same position shall receive the same step in the pay range as held prior to the break in service.

Section 13. Out of Class Pay. When an employee is required to work at a higher level classification for a period of four (4) hours or more within a workday, he/she shall receive the pay step in the higher classification that results in at least a two (2) step increase in pay for hours worked in the higher classification. In order for the employee to receive out of class pay, the employee must receive authorization for out of class pay from the Department Director or designee.

Section 14. Job Posting and Selection Process. Whenever the City determines to fill a vacant bargaining unit position, including new bargaining unit positions, the City will distribute the announcement in advance giving notice of the vacancy to all employees via email in accordance with the following procedures. All vacancies shall be posted. The City shall post the job internally for two (2) consecutive business days prior to external posting. Any bargaining unit employee may apply for the vacant position. All bargaining unit employees who apply and meet the minimum qualifications shall be interviewed and considered prior to externally interviewing for the position. Civil Service positions will be filled according to Civil Service Rules.

Selection Process

A.) The filling of vacancies will be done in an objective, fair and impartial manner. The City will determine the procedures 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 applicants will receive the same selection criteria and be informed of the results.

B.) Process Review. In the event that a bargaining unit applicant is not selected, that employee may request, and shall be given his or her broken down score and placement, if applicable, or reasons for denial.

Section 15. Classification Changes.[6]

A.) Policy. It is the intent of the City and the Union to provide current and accurate classification (position) descriptions, and to insure that all employees are working within the classification for which they were hired. Department Directors are responsible for assuring that the

[6] The Union does not waive its rights to grieve Section 15 of this article.

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

B.) Procedure for Evaluating Classifications.

1. An employee will submit a written request to the Department Director and Human Resources for a reclassification of their position, using the criteria in subsection C below.

2. Human Resources will conduct a job analysis to determine whether the request is a significantly different level of duties and responsibilities from the original classification description. Human Resources will then make a recommendation, within thirty (30) calendar days, to the Department Director, and to the City Administrator and Mayor or his/her designee, if necessary, for approval. If approved, the employee who submitted the request will be notified within seven (7) calendar days and an incumbent employee will be moved to the changed classification, effective the following pay period. The Mayor's, or his/her designee's, decision is final.

3. The employee and Department Director, (or designee), will review the employee's job description as a part of the annual evaluation process. Any significant changes to the duties and responsibilities of the job will be addressed through a reclassification process; or

4. Prior to recruiting for any vacant position, the Department Director, (or designee), will review the job description and address any significant changes to the duties and responsibilities of the job through a reclassification process prior to advertising for the position, and notify the Union of the proposed changes; or

5. Periodically a Department Director may find the need to significantly change an employee's job duties and responsibilities. The Department Director will initiate a request for an analysis of a classification change by submitting a written request to the Human Resources Department. A job analysis is conducted to determine whether the request is a significantly different level of duties and responsibilities from the original classification description. Human Resources will then make a recommendation to the Department Director, and to the City Administrator and Mayor or his/her designee, if necessary, for approval. If approved, an incumbent employee will be moved to the changed classification. The Mayor's, or his/her designee's, decision is final. Human Resources will provide the employee and the union with the approved classifications changes.

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

1. Changed duties that may result from additions, expansions, or reductions of responsibilities.

2. Changed qualifications, required education and training, and/or required licenses or certifications for the position.

3. Consolidation or reassignment of duties which significantly change the position.

4. Significant change in knowledge/expertise to address technology that is required to perform the duties of the classification.

5. The Department's present and future organizational structure and service delivery needs that have an adverse impact on the employee's job description and classification.

6. When an employee's workload increases in a significant manner that has an impact on the ability to complete their job functions, the employee will notify his/her supervisor and a meeting will be scheduled within fifteen (15) calendar days, with the City, employee and the Union to address the excessive work load issues.

D.) Salary Change for Changed Classifications.

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

2. In the event an evaluation shows that a classification needs to be placed at a lower salary range, the incumbent will be placed at a step that most closely matches his/her current salary rate. If the step in the new range is lower than the incumbent's current salary rate, the rate will be frozen (unaffected by cost-of-living increases or step increases) until the newly assigned rate moves up to the incumbent's range.

3. If the analysis finds that the reclassification is warranted, but the City does not approve the reclassification, the City shall remove the duties of the higher classification, including from the job description, in lieu of approving the reclassification, provided that the employee will be compensated for the higher level work performed to date.

Section 16. Tuition Reimbursement. Tuition reimbursement will be offered in accordance with City of Arlington Tuition Reimbursement Policy 3-8.

ARTICLE 17 - SENIORITY, LAYOFF, RECALL

Section 1. Seniority List. A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification seniority and date of hire.

Section 2. Seniority Defined. Seniority shall be established as the date of hire to a full-time position within the bargaining unit.

Seniority shall not accrue while on a leave without pay in excess of ninety (90) days in accordance with Article 12, section 1, unless the leave is a result of a federal or state legally protected leave.

Seniority shall be based on continuous service with the City. A break in continuous service shall be defined as separation of employment, or the expiration of the eighteen (18) month recall period upon layoff.

Section 3. Layoffs. A layoff is defined as the anticipated and on-going reduction in the number of full-time equivalent (FTE) positions within a job classification covered by this agreement. Layoffs may result from lack of work, budgetary restrictions, or reorganizations that have taken place. No bargaining unit employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which the bargaining unit employee is qualified.

Section 4. Notice. The union shall be notified of all proposed layoffs as far in advance as possible to allow time for negotiations as they relate to the bargaining unit impacts (i.e. seniority and bumping issues etc.) and possible alternatives to layoffs.

Once the layoffs and possible bumping scenarios are determined the affected employee(s) shall be given a minimum of thirty (30) calendar day's written notice. The employee shall inform the City within seven (7) calendar days of receipt of the layoff notice of their intention to exercise their bumping rights, if available.

Section 5. Order of Layoff. Layoffs shall first be by classification seniority within the selected department and classification. In the event of a tie in classification seniority, the date of hire seniority shall prevail.

Section 6. Bumping. Laid off employees, including bumped employees, shall have the option to first bump less senior employees in their current classification within their department, and then less senior employees in lower classifications within their department that the employee has previously held or can perform with skills that could be obtained through a short orientation and/or training period of (60) calendar days. Employees may bump less senior employees in other departments within their current classification or a lower level classification if they have previously held the classification and are qualified to do the work or can do the work with skills that could be obtained through a short orientation and/or training period of sixty (60) calendar days.

Employees bumping into lower level classifications must possess more seniority working in that previous classification than the person they intend to bump.

Section 7. Special Qualifications. The City may layoff out of the order set forth within Section 5 upon presentation of evidence the operating needs of the department require a special qualification, training, or skill, provided:

A.) The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and

B.) A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

Section 8. Recall. An employee who has been laid-off shall be entitled to recall rights for a period of eighteen (18) months from the effective date of layoff. Employees on the recall list shall be notified if a vacancy occurs in any position within the bargaining unit. The vacancy shall be filled in accordance with seniority among the qualified employees on the recall list.

If the employee on the recall list elects not to accept two (2) offers to return to work in the former or comparable position or fails to respond within ten (10) calendar days of the offer of recall, they shall be removed from the recall list and considered to have resigned.

Section 9. Payout of Accrued Benefits. An employee who has been laid off will be entitled to receive one hundred percent (100%) payout on all accrued compensatory time. Vacation and sick leave shall be paid out in accordance with Articles 9 and 10 of this agreement.

ARTICLE 18 - PROBATION PERIODS, TRIAL SERVICE

Section 1. Purpose. Probationary and trial service periods are working test periods and shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to his/her position, and to reject any employee whose work performance fails to meet required work standards.

Section 2. Duration. All new (or initial) employment, promotional appointments of employees shall be tentative and subject to a probationary or trial service period which starts upon the effective date of an appointment.

A probationary period shall be required for all initial appointments to City employment and where required by this Agreement and shall be six (6) months in duration. An employee may be terminated at any time during the probationary period without recourse to the grievance procedure.

A trial service period shall be required following a promotion and shall be six (6) months in duration.

Section 3. Trial Service Period - Promotions, Demotions and Transfers. All promotions, demotions and transfers shall be subject to a six (6) month probationary period. In the event a promoted or transferred employee is found to be unsatisfactory following a performance evaluation after six (6) months, the employee shall be restored to his/her previous position. If a demoted employee fails to pass the probationary period, and the demotion was voluntary, the employee will be restored to his/her previous position. For the purposes of this Section;

A.) Promotions shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a higher salary range;

B.) Transfer shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement in the same salary range; and demotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a lower salary range.

In the event an employee is on leave for more than fourteen (14) calendar days during a probationary or trial service period, the completion date may be extended by an amount of time equal to the period of leave.

ARTICLE 19 – LABOR MANAGEMENT COMMITTEE

The City and the Union have established an Executive Board Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern. The Committee will meet at the request of either party. The Committee shall consist of not more than three (3) representatives from the City and three (3) official Union representatives. The party calling for the meeting shall forward a copy of the agenda at least one (1) week in advance of the meeting.

ARTICLE 20 - DISCIPLINE AND TERMINATION

Section 1. Employee Discipline. The City shall not discipline or discharge any post probationary employee without just cause. For the purposes of this section, verbal coaching/counseling sessions between a supervisor/manager and employee that are informal and intended to improve or modify work performance are not classified as pre-disciplinary or disciplinary proceedings.

Section 2. Disciplinary Action. Disciplinary action or measures may include written reprimand, suspension, reduction in step, demotion discharge, or other disciplinary measures. The City agrees that disciplinary action is intended to be progressive in nature; however, the City may advance to more serious disciplinary action, up to and including termination, if warranted by the violation.

ARTICLE 21 – GRIEVANCE PROCEDURE

Section 1. Intent. It is the desire of the City and the Union to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Union in the case of Union rights) with respect to the interpretation or application of the provisions of this Agreement. Corrective action below a written reprimand is not subject to the grievance procedure.

Section 2. Procedure.

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

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

Alternatively, by mutual agreement of the Union and the City, non-disciplinary grievances may be submitted to the Labor Management Committee for resolution. The Labor Management Committee will

consider the statements of the employee and the City and attempt to resolve the matter within fifteen (15) calendar days of submittal. The Committee's role is limited to facilitating dispute resolution; it may not compel settlement and no record of the Committee is admissible in arbitration. If the employee is not satisfied with the solution of the Committee, the grievance may then be filed, in writing, within fifteen (15) calendar days, with the Department Director.

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

STEP 4: If the Union is not satisfied with the solution by the City Administrator, the grievance may be presented within fifteen (15) calendar days to the Mayor. The Mayor shall attempt to resolve and respond in writing to the grievance within fifteen (15) calendar days after it is presented.

STEP 5: If the grievance is not resolved by the Mayor within fifteen (15) calendar days, the grievance may be referred to a mediator. The City and the Union shall attempt to select a mediator by mutual agreement. In the event the parties are unable to agree upon a mediator, either party may request the Public Employment Relations Commission (PERC) or Federal Mediation & Conciliation Service (FMCS) to submit a panel of nine (9) mediators. The City and Union shall alternately strike names of mediators until one mediator's name is left who shall be mediator. The order of striking names shall be determined by the flip of a coin. The mediator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a time and a place subject to the availability of the City and Union representatives. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) calendar days.

A.) Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

B.) The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

C.) The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, he shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.

D.) If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter, nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

STEP 6: Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or City may refer the grievance to arbitration within fifteen (15) calendar days after the receipt of the answer in Step 5. If the request for arbitration is not filed by the official Union representative or the City within fifteen (15) calendar days, the Union or the City waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) or Federal Mediation & Conciliation Service (FMCS) to submit a panel of nine (9) arbitrators. The City and Union shall alternately strike names of

arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a time and a place subject to the availability of the City and Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3. Miscellaneous Provisions.

A.) The cost of the mediation and/or arbitration shall be borne equally by the parties including the Mediator and/or Arbitrator's fees and expenses, room rental and cost of record.

B.) Each party shall bear the cost of the preparation and presentation of its own case and for compensating its own representatives, attorneys and witnesses.

C.) The term "employee" as used in this Article shall mean an individual employee, a group of employees, and/or their official Union representative.

D.) An aggrieved party shall be granted time off without loss of pay for the purpose of attending the hearing on a grievance.

E.) A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.

F.) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

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

Section 4. Nothing herein shall prevent an employee from seeking assistance of the Union, or the Union from furnishing such assistance at any stage of the grievance procedure.

Section 5. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this Agreement.

Section 6. Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by an official Union representative prior to such filing, and shall be signed by the Local Union President.

ARTICLE 22 - WAGES AND LONGEVITY

Section 1. Appendix A. The wage schedule for employees in the Bargaining unit shall be as set forth in the appropriate appendix attached hereto.

Section 2. Longevity Pay. Employees hired on or after May 20, 2013 shall receive longevity pay based on the following schedule.

Starting with the 11th year of service: 2%

Starting with the 16th year of service: 3%

Starting with the 21st year of service: 4%

Longevity shall be calculated from the employee's base monthly salary and added to the base monthly salary.

Section 3. Wages.

2019 3.3% Adjustment applied retroactively to reformatted 2018 Pay Plan

2020 3.0% Adjustment applied to the 2019 Pay Plan

2021 100% of CPI-W June to June Seattle-Bellevue Index, with minimum of 2.75% and a maximum of 3.25% applied to the 2020 Pay Plan.

Section 4. Specialty Pay

(A) The City has facilitated the Backflow Assembly Testing (BAT) certification of one Maintenance and Operations bargaining unit member and the Union requested to bargain over the compensation associated with the possession of this certification and the performance of the duties associated therewith. So long as the current bargaining unit member maintains this certification and is available to perform the work associated with backflow assemblies, they shall be eligible for a two percent (2%) premium pay.

1. The City reserves the right to outsource this work in whole or in part, as needed based on departmental workload and staffing.

2. Should the existing bargaining unit member's certification expire, the parties shall bargain over Article 22, Section 4.

ARTICLE 23 – HEALTH AND WELFARE INSURANCE

Section 1. Medical Insurance. The City shall provide a medical insurance plan covering sickness and injuries for full-time employees and their dependents. The City shall provide medical coverage to employees covered by this agreement in the form of a choice between Association of Washington Cities (AWC) HealthFirst 250, or materially similar plan, and optional group coverage under (1) AWC's Group Health $10 co-pay plan in 2016 and 2017; and (2) AWC's Group Health $20 co-pay plan effective January 1, 2018.

The City will also make available effective January 1, 2017, the AWC Regence High Deductible Health Plan (HDHP) with Health Savings Account (HSA). HSA contributions are subject to IRS rules and any applicable limits under the federal Affordable Care Act. The City will make the following HSA contributions to employees enrolled on the HDHP:

Employee Only	$900 per year
All other tiers	50% of the savings to the City as compared to the applicable Group Health co-pay plan. For example, if the City's 90% portion of the Group Health plan premium is $1,000 and the HDHP premium is $500, the City will pay the full HDHP premium and will deposit $250 into the employee's HSA.

On a one-time basis in 2017, the City's HSA contribution will be frontloaded in January 2017. An employee who receives the frontloaded HSA but separates from the City during 2017 will reimburse the City for a prorated portion through a deduction from the employee's final wages. An employee who joins the City in 2017 after the month of January will receive a front-loaded, prorated HSA contribution. After 2017, the City's HSA contributions will be paid monthly.

The City and the employee shall continue to share the cost of the monthly premiums as follows:

Regence HealthFirst 250: Eighty percent (80%) paid by City, and twenty percent (20%) paid by the employee.

Group Health $10 Co-pay Plan or Group Health $20 Co-pay Plan: Ninety percent (90%) paid by City and ten percent (10%) paid by the employee.

Regence High Deductible Health Plan: One hundred percent (100%) paid by City.

Section 2. Dental. The City shall provide a group dental insurance program for full-time employees and their dependents. The City will provide WDS Dental Plan F, or a materially similar plan, for full-time employees and their dependents. The City shall pay ninety (90%) of the monthly premium and the employee shall pay (10%) of the monthly premium.

Section 3. Vision. The City currently provides employees and their eligible family members an opportunity to enroll in vision coverage with Vision Service Plan. The City shall pay one hundred percent (100%) of the monthly premium.

Section 4. Group Life Insurance and Accidental Death and Dismemberment Insurance (AD&D). The City shall pay one hundred percent (100%) for the premiums for eligible enrolled employees only for coverage under the AWC Group Life and AD&D Insurance Plan

Section 5. Group Long Term Disability. The City shall pay one hundred percent (100%) of the premiums for eligible enrolled employees only for coverage under the AWC Group Long Term Disability Insurance Plan.

Section 6. Healthcare "Opt Out" / Dual Coverage Incentive Program. The City will allow all bargaining unit members to participate in the Dual Coverage program.

A.) The program is available to bargaining unit members and members with a spouse or domestic partner and/or eligible dependents who are eligible for both a City of Arlington medical insurance plan and another continuous, comprehensive medical insurance plan. The program is also available to bargaining unit members that are husband and wife or domestic partners who have coverage on the City of Arlington medical insurance plan. Nothing in this program prohibits bargaining unit members from enrolling new family members in the City's insurance programs. All program participants must sign a waiver that certifies that they, their spouse, and/or dependents have other medical coverage and acknowledge the conditions for re-enrollment on the medical and/or dental plan, and provide evidence of such coverage. Employees who enroll in the Dual Coverage Medical Insurance Incentive Program will need to enroll in the HRA/VEBA program.

B.) Under the City of Arlington's program, bargaining unit members may be voluntarily eligible to decline medical insurance coverage for themselves or their eligible family members and receive a monthly financial incentive for doing so.

C.) The City must remain in compliance with AWC Employee Benefit Trust requirements and underwriting rules for all insurance programs at all times. If the City reaches the threshold for enrollment in any program, bargaining unit members and/or eligible family members will no longer be able to waive coverage. This is done on a first-come, first-serve basis.

D.) This program is limited to the waiver of medical coverage only. Employees electing to decline dental insurance benefits only will not receive an incentive. Employees' vision and life insurance benefits, and eligible dependents vision insurance, will remain in effect in compliance with AWC Employee Benefit Trust requirements and underwriting rules.

E.) Employees will only receive the incentive if the employee, their spouse or domestic partner and/or dependents decline medical insurance benefits.

F.) Re-enrollment on the City's medical and dental plans is available:

a. During the annual open enrollment period each year with coverage effective date of January 1 the following year.

b. Mid-year *if* the employee or eligible dependent experience a COBRA qualifying event or lose their other medical coverage provided there has been no break in coverage between the end of the other insurance coverage and enrolling onto the City medical and/or dental plan.

c. Proof of loss of the other continuous, comprehensive medical and dental coverage is required for mid-year re-enrollment.

G.) Enrollment in the Dual Coverage Incentive Program will remain in effect until the bargaining unit member exercises re-enrollment privileges outlined above, or the bargaining unit member, the member's spouse and/or dependents are no longer eligible for City of Arlington medical coverage under any circumstance.

H.) Incentive payments will only be made if there is an actual savings in the premiums the City is paying. For example, if a bargaining unit member has three children on the City of Arlington medical coverage and they drop one child, there is no change in the premium. Therefore, the employee would not be eligible for incentive pay.

I.) The maximum incentive amount per month is $300. The maximum incentive amount per year is $3,600. Incentive amounts are payable monthly into the bargaining unit member's VEBA account, unless the member is enrolled in a High Deductible Health Plan, in which case the incentive will be contributed to the employee's Health Savings Account in accordance with IRS requirements.

J.) Dual Coverage Medical Insurance Incentive Pay Schedule:

Category	Employee Incentive Per Month	Employee Incentive Per Year
Employee	$100.00	$1200.00
Spouse	$100.00	$1200.00
Additional Dependent	$ 50.00	$ 600.00
Additional Dependent	$ 50.00	$ 600.00

Section 7. The City retains the right to change the carrier or funding mechanisms for any or all of the above insurance coverage, provided benefits are not reduced during the term of this Agreement. Should the City wish to consider benefit trade-offs for an overall improvement to the health benefit plans, the City will negotiate with the Union regarding the trade-off provisions.

Section 8. Deferred Compensation Plan. The Employee shall have the option of participating in any deferred compensation plan offered by the Washington State Department of Retirement Systems. Employees may defer a portion of their taxable income, into a retirement savings plan that is subject to federal rules and regulations governing deferral limits, tax liability and restrictions on withdrawals.

ARTICLE 24 – DRUG TESTING

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

ARTICLE 25 – CLOTHING / APPEARANCE

Section 1. Employees are expected to maintain a clean and professional appearance. Protective clothing required by the City will be provided by the City. The City may provide uniform pants, shirts, coats, or

specialized safety clothing (boots, reflective coats) for bargaining unit employees. Uniform pieces may be rented and cleaned by the City or purchased by the City and cleaned by the employee depending on the department/division assigned. Administration of this Article is contingent upon the Oversight Committee policies governing uniforms/safety clothing for each department division effected.

A.) Employees that are issued uniforms are expected to wear their complete uniforms during assigned work hours and wear them in accordance with City policies.

B.) All uniform items shall be distributed through a quartermaster system to be developed by the City and reviewed by AFSCME through the Oversight Committee prior to implementation.

C.) Employees shall be required to sign for all uniform pieces at time of issue and return all uniform pieces upon leaving employment with the City or with the department that issued the uniform. Failure to return all issued equipment may result in delay or reduction of final pay disbursement.

D.) Employees required to wear safety boots will follow the City "Quartermaster" system for purchasing said boots, paid for by the City on an as-needed basis no more than once per calendar year; provided that boots may be purchased more often if the boots are deemed by the Quartermaster to be no longer serviceable.

E.) The Oversight Committee shall be formed consisting of one (1) representative from the following departments; Public Works, Community & Economic Development and Police to work in conjunction with the Quartermaster.

F.) All required patches, cloth badges, name emblems, service bars or any such items will be provided and affixed to all such uniform items issued to employees at the City's cost. All reasonable uniform maintenance, alterations, cleaning and repairs shall be provided by the City.

Section 2. The parties shall bargain over replacement language for Article 25 during the life of this collective bargaining agreement (2019-2021).

ARTICLE 26 – VOLUNTEERS

The City and the Union recognize that the City has a current system in place that utilizes volunteers to assist in providing services to the citizens, businesses, and customers of the City of Arlington.

The use of volunteers will not supplant bargaining unit positions. Volunteers shall not be assigned to perform functions normally performed by employees working in a paid status within the last thirty-six (36) months. No bargaining unit member shall be laid off as a result of the volunteer program.

The City and the Union will meet in a labor management forum and come to a mutual agreement prior to implementing any new volunteer program. Disputes regarding the utilization of volunteers shall be subject to grievance procedures.

The City will in no event use volunteers to do normal work of Union members or to circumvent the holiday overtime and/or any other provisions of this agreement.

ARTICLE 27 – CDL RENEWALS

The employer shall continue the existing practice of selecting CDL physical vendors and paying for the basic CDL physical for employees required to renew their endorsements/CDL. Employees may continue the existing practice of utilizing paid release time to complete the basic CDL physical with prior approval from Human Resources and their supervisor. Employees may continue to be reimbursed for the additional costs of the CDL and any required endorsements beyond those of a normal driver's license renewal.

ARTICLE 28 – NO STRIKES OR LOCK-OUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.

ARTICLE 29 – SAVINGS CLAUSE

Section 1. Should any Section of this Agreement or any addenda thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. At the request of either Union or the City, both parties shall enter into negotiations within fifteen (15) calendar days after said request for the purpose of arriving at a satisfactory replacement for the invalidated language.

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

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

ARTICLE 30 – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. By mutual agreement of the parties a memorandum of understanding addendum may be negotiated and incorporated as a part of this agreement.

ARTICLE 31 - TERM OF AGREEMENT

This agreement will be effective from January 1, 2019 through December 31, 2021.

ARLINGTON CITY EMPLOYEES

By _____
Launa Peterson, President

Date 5/28/19

CITY OF ARLINGTON

By _____
Barbara Tolbert, Mayor

Date 5-22-19

WASHINGTON STATE COUNCIL OF CITY & COUNTY EMPLOYEES, COUNCIL 2

By _____
Bill Keenan, Director of Organizing

Date 6/10/19

MEMORANDUM OF AGREEMENT
by and between
THE CITY OF ARLINGTON, WASHINGTON
And
ARLINGTON CITY EMPLOYEES, LOCAL 2849
OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME

AGREEMENT ON IMPLEMENTATION OF SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Arlington, Washington, hereinafter referred to as the City, and the Arlington City Employees, Local 2849, hereinafter referred to as the Union.

The parties wish to document agreement on the following items contemporaneous with the adoption of the successor collective bargaining agreement (CBA), effective January 1, 2019 through December 31, 2021.

The parties have agreed on the following terms in resolving the outstanding issues as identified herein:

1. The parties' adoption of the 2019 Salary Schedule (ADDENDUM A – Table 2019) is effective retroactively to January 1, 2019.

2. Specialty Pay in Article 22, Section 4 is effective retroactively to January 1, 2019.

3. 2019 retroactive wage adjustments shall be paid out on the June 21, 2019 payroll. This retroactive payment shall only apply to those bargaining unit members employed as of April 10, 2019.

4. Sick leave cash out for the period ending December 31, 2018 shall be coordinated between Human Resources and Payroll staff and the eligible bargaining unit member(s) and shall occur upon an HRA VEBA account being set up by each recipient.

5. The following implementation schedule of reclassifications in the Finance Department consistent with it departmental reorganization shall commence according to the following schedule:

a. As of June 1, 2019, Colette Campbell shall be reclassified from a Finance Technician I to a Finance Technician II. This adjustment shall be effective retroactively, should the ratification process take place after June 1, 2019.

b. As of June 1, 2019, Debbie Strotz shall be reclassified from a Finance Technician II to a Finance Technician III. This adjustment shall be effective retroactively, should the ratification process take place after June 1, 2019.

c. The new Payroll Finance Coordinator position will be posted internally to the bargaining unit in June of 2019.

d. As of September 1, 2019, Jasmine Perez shall be reclassified to Finance Supervisor and the Payroll Finance Coordinator shall assume the payroll data entry duties that had been in dispute between the parties in Unit Clarification PERC Case No. 128793-C-17.

6. The Union had previously filed a Unit Clarification Petition regarding the Accountant position in the Finance Department currently occupied by Jasmine Perez, which the parties had held in abeyance pending the outcome of this round of negotiations. As part of the reorganization of duties in the Finance Department as expressed above, the Union agrees to dismiss Unit Clarification PERC Case No. 128793-C-17 upon mutual ratification of the successor collective bargaining agreement and this Memorandum of Agreement.

7. This MOA is effective when signed by both parties. No modification to this MOA is valid unless in writing and signed by the parties.

8. This MOA shall remain in full force and effect until December 31, 2021, or until such time as a successor collective bargaining agreement is in place, whichever occurs later.

ARLINGTON CITY EMPLOYEES, LOCAL 2849

Launa Peterson, President

Date: 5/28/19

CITY OF ARLINGTON

Barbara Tolbert, Mayor

Date: 5-22-19

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME

Bill Keenan, Organizing Director

Date: 6/5/19