

CITY COUNCIL MEETING
January 09, 2024
6:00 P.M.



www.ci.bonney-lake.wa.us

AGENDA

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. The information for attending is provided below.

Council Meetings options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 323-792-6234 (Meeting ID: 25293748#)

By internet: Teams meeting link: [TEAMS](#) (Meeting ID: 287 370 705 513) **The City will be turning off all public cameras and microphones when attending online until the start of the citizen commenting section and will then turn them back off after the citizen commenting section is finished - Only staff and presenters will be visible and unmuted during the entire meeting.**

I. CALL TO ORDER – Mayor Michael McCullough

- A. Pledge of Allegiance
- B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, Councilmember Dan Roach, and Councilmember Dan Swatman.
- C. Agenda Modifications: None.
- D. Announcements, Appointments and Presentations:

Page 5 1. **AB24-01 – Motion M24-01** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Electing The Deputy Mayor And Assigning Councilmembers To The Council Standing Committees.

Page 7 2. **AB24-05 – Motion M24-05** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing The City's Representative To The Pierce County Regional Council.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearing: None.
- B. Citizen Comments:
Citizen comments can be made in-person, by phone or virtually during this portion of the

meeting. We ask that you please sign up to comment virtually by emailing clerk@cobl.us or by phone at 253-862-8602 by 5:00 pm. Comments are limited to 5 minutes. During the meeting, mics and video will be enabled-you will need to personally turn them on-during this section only. All who comment will be asked to state their name and address for the meeting record.

- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

- A. **Approval of Corrected Minutes:** None.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #95933 to #95981 and wire transfers #2023120401 and 2023120699 in the amount of \$407,281.82. Accounts Payable check/vouchers #95982 to #96013 in the amount of \$5,672.65. Accounts Payable wire transfer #2023103102 in the amount of \$12,606.57. Accounts Payable check/vouchers #96014 to #96031 in the amount of \$89,477.00. Accounts Payable wire transfer #2023121701 in the amount of \$31,381.31. Accounts Payable check/vouchers #96032 to #96121, and wire transfers #2023111401, #2023120402, 2023121001, 2023121002, #2023121401 and #2023121901, in the amount of \$687,591.39. Accounts Payable check/vouchers #96122 to #96136 in the amount of \$3,773.09. Accounts Payable check/vouchers #96137 to #96145, and wire transfer #37321722 in the amount of \$79,969.74. **Voids:** Check/Voucher #95772 - Check lost/missing, Reissue Check/Voucher #95788 - Check lost/missing, Reissue Check/Voucher #95656 – Wrong vendor, Reissue Check/Voucher #95738 – Wrong vendor, Reissue Check/Voucher #96002 – Wrong vendor, Reissue.
- C. **Approval of Payroll:** December 1 – 15, 2023 for checks #34899 - 34901 including Direct Deposits and Electronic Transfers totaling \$734,021.84. **Voids:** None. December 16 – 31, 2023 for checks #34901 - 34911 including Direct Deposits and Electronic Transfers totaling \$934,713.10. **Voids:** None.

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D. **AB24-04 – Motion M24-04** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Labor Agreement With AFSCME Local 120 Representing Public Works & General Government Employees From January 1, 2024, Through December 31, 2026.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

IX. EXECUTIVE/CLOSED SESSION: None.

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as early as possible prior to the meeting regarding the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Admin Srvcs / Schaneman	Meeting/Workshop Date: January 9, 2024	Agenda Bill Number: AB24-01
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M24-01	Councilmember Sponsor:

Agenda Subject: Appointment Of Deputy Mayor And Councilmembers To Council Standing Committees.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Electing The Deputy Mayor And Assigning Councilmembers To The Council Standing Committees.

Administrative Recommendation: None.

Background Summary: The Deputy Mayor's position is elected from among the Council every two years at the first meeting of the year of even years.

Coincident with that election is the assignment of Councilmembers to the Standing Committees. Article VIII of the Council Policies & Procedures describe the Deputy Mayor's duties and the composition of the Council Committees. The Council Policies & Procedures section is attached to this agenda bill.

Attachments: Excerpts from the Bonney Lake Council Policies & Procedures.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
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Budget Explanation: No Impact.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 1/9/2024	Tabled to Date:

APPROVALS

Director: <i>Chuck McEwen</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: N/A (if applicable):
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Article VIII. Deputy Mayor

Appointment.

The selection of Deputy Mayor will be biennially, by majority vote of the council, to serve in the absence or temporary disability of the mayor.

The biennial election shall occur during the even years at the first meeting of the council in January. If there has been no change in council membership said election of the Deputy Mayor and subsequent committee assignments may be made at the last meeting of the year, provided the results of the municipal election have been certified by that date.

Councilmembers shall make nominations for the appointment of Deputy Mayor. The nominator is permitted to give reasons for supporting the nominee. Nominations do not require a second, but the person nominated should accept or decline the nomination prior to the vote. Councilmembers nominated for this appointment are not required to abstain from voting.

Duties of Deputy Mayor.

The Deputy Mayor presides at meetings of the council, administers oaths and signs instruments in the absence of the mayor. When the deputy mayor presides over a council meeting they shall retain their councilmanic vote.

In addition to serving in the absence of the mayor, the deputy mayor shall serve as finance committee chair for the term of office as established for the deputy mayor, shall serve as voucher review committee chair, shall be responsible for overseeing council agendas with the city clerk or designee and the city administrator and shall perform any other duties prescribed by the council.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Admin Svcs / Schaneman	Meeting/Workshop Date: January 9, 2024	Agenda Bill Number: AB24-05
Agenda Item Type: Motion/Action	Ordinance/Resolution/ Motion Number: M24-05	Sponsor:

Agenda Subject: Appointment Of A Representative To The Pierce County Regional Council (PCRC).

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing The City's Representative To The Pierce County Regional Council.

Administrative Recommendation: None.

Background Summary: The Pierce County Regional Council is a sub-regional planning council affiliated with the larger Puget Sound Regional Council. Past Councilmember Evans has been serving as the City's representative. With Past Councilmember Evans no longer serving on Council, a new Councilmember needs to serve as the City's representative. The Council has appointed representatives in the past by motion. Council Policies & Procedures Article XV is the relevant Council rule on appointments to regional organizations. Meetings are held the third Thursday monthly.

Attachments: Excerpt From The Council Policies & Procedures.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: No Impact.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Approvals:	Yes	No
Date: / /	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 1/9/2024	Tabled to Date:

APPROVALS

Director: <i>Chuck McEwen</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: N/A (if applicable)
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ordinance may not levy taxes, grant, renew or extend a franchise, or authorize the borrowing of money.

- B. Resolutions. A resolution may be put to its final passage on the same day it is introduced and may be effective the same day. The title of each resolution shall, in most cases, be read by the city clerk or designee prior to its passage; provided, should a councilmember request that the entire resolution or certain of its sections be read aloud, such requests shall be granted by the chair.

Publication of ordinances.

Ordinances and their summaries shall be published in the city's official newspaper as legal publication in the first possible publication following enactment. Ordinances will also be posted on the city website.

Ordinance vetoes by the mayor.

Per RCW 35A.12.100, the mayor shall have the power to veto ordinances passed by the council as provided in RCW 35A.12.130 but such veto may be overridden by the vote of the majority plus one of the whole membership.

To become valid, every ordinance adopted by the council must be presented to the mayor, or in the mayor's absence to the deputy mayor. If approved by the mayor, the mayor or deputy mayor shall sign the ordinance. If not approved by the mayor or deputy mayor, the ordinance shall be returned to the council with the mayor's or deputy mayor's written objections. The council shall cause such objections to be entered at large upon the journal and proceed to a reconsideration thereof. If upon reconsideration a majority plus one of the whole membership, voting upon a call of ayes and nays, favor its passage, the ordinance shall become valid notwithstanding the mayoral veto. If the mayor fails for 10 days to either approve or veto an ordinance it shall become valid without approval. All ordinances shall be signed by the mayor, or in the absence of the mayor by the deputy mayor, approved as to form, when required, by the city attorney and attested to by the city clerk or designee.

Article XV. Council Representation/ Appointments to Regional or Local Organizations, Committees or Task Forces

Appointments of councilmembers to regional organizations.

Appointments to regional or local organizations, committees or task forces may be made in two ways: (A) the regional or local organization, committee or task force may request recommendation for ultimate council appointment; or (B) the mayor may make direct appointments to a regional or local organization, committee or task force when asked to do so by the council.

Any councilmember may express an interest in a particular subject and interest in serving on a particular body.

When any of the above request council membership recommendations where that particular body makes the final appointment, the mayor shall ask councilmembers to state their interest for appointment and the council shall determine who their representatives shall be.

When the mayor has the authority to make direct appointments to a regional committee, discussion shall take place with the full council to determine interest. The councilmember

receiving a majority vote will represent the city. The mayor may also be chosen to represent the city on regional committees.

Changes in representation to regional or local organizations, committees or task forces where the council has the authority to make direct appointment shall also be determined through full council discussion and majority vote of the council.

Commenting while representing the council.

If a councilmember appears on behalf of the city before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the councilmember shall state the majority position of the council, if known, on such issue. Personal opinions and comments which differ from the council majority may be expressed if the councilmember clarifies that their statements represent their personal position and do not represent the council's position.

Councilmembers appointed by the council to represent the council's positions on an issue must first acquire concurrence from the council prior to presenting to the media, another governmental agency or community organization.

Council travel arrangements and conference registration.

The city clerk or designee shall be responsible for handling and coordinating all travel arrangements and conference registrations.

Article XVI. Council Committees

Definition and scope of council standing committees.

The standing committees of the council and the scope of their duties are described as follows. The council may amend these committees as they deem necessary. All issues for council meeting agendas shall be reviewed by the appropriate council committee, except those issues identified as approved for council workshops or as council may approve, prior to submitting to the city clerk or designee for scheduling.

A. Finance Committee. The finance committee exists for the purpose of considering matters that fall under the executive, administrative services, and finance departments, including general administration, records management, human resources, information services, facilities, finance and accounting, parks planning, and city prosecution; provided, however, that all significant financial issues, including budget amendments, shall be considered at a council workshop rather than in the finance committee.

B. Public Safety Committee (PSC). The public safety committee exists for the purpose of considering matters that fall under the police department or municipal court, as well as fire-related matters brought forward by East Pierce Fire and Rescue.

C. Community Development Committee (CDC). The community development committee exists for the purpose of considering matters that fall under the public services department, including but not limited to streets, stormwater, water, sewer, parks maintenance, planning, zoning, building, annexation, and other development regulations.

D. Voucher Review Committee. The purpose of the voucher review committee is to assist the auditing officer in assuring that claims against the city are just, due and unpaid, and that the goods and services have been received. The committee members may review all accounts payable and payroll and report to the city council as deemed appropriate. The committee need

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: ASD/ Brian Sandler	Meeting/Workshop Date: January 9, 2024	Agenda Bill Number: AB24-04
Agenda Item Type: Motion	Ordinance/Resolution/Motion Number: M24-04	Sponsor:

Agenda Subject: Collective Bargaining Agreement With AFSCME Local 120.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Labor Agreement With AFSCME Local 120 Representing Public Works & General Government Employees From January 1, 2024 Through December 31, 2026.

Administrative Recommendation: Approve.

Background Summary: Since August of 2023, the City's negotiation team (Brian Sandler, Leslie Harris, Chuck McEwen, Balvir Toor, and Sadie Schaneman) and the City's lead negotiator John Henry of Summit Law have been negotiating a successor agreement that expired on December 31, 2023. AFSCME membership voted to ratify the agreement on December 22, 2023. The term of the new agreement runs through December 31, 2026.

Attachments: 2024 - 2026 AFSCME Redline version Collective Bargaining Agreement and Estimated 2024 AFSCME Schedule.

BUDGET INFORMATION

Budget Amount
N/A

Current Balance

Required Expenditure

Budget Balance

Fund Source

- ☐ General
☐ Utilities
☐ Other

Budget Explanation: No Impact.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:

Date:

Approvals:

Chair/Councilmember

Councilmember

Councilmember

Yes No

☐ ☐

☐ ☐

☐ ☐

Forward to:

Consent Agenda: ☐ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 1/9/2024

Tabled to Date:

APPROVALS

Director:

Chuck McEwen

Mayor:

Michael McCullough

Date Reviewed

by City Attorney:
(if applicable)

AGREEMENT

BY AND BETWEEN

CITY OF BONNEY LAKE, WASHINGTON

AND

AFSCME #120

**(REPRESENTING THE PUBLIC WORKS &
GENERAL GOVERNMENT EMPLOYEES)**

JANUARY 1, 2024¹ THROUGH DECEMBER 31, 2026³

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TO THE
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AFSCME #120

(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)

January 1, 202~~4~~¹ Through December 31, 202~~6~~³

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AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE
AND
AFSCME #120
(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)
(January 1, 2024 Through December 31, 2026)

PREAMBLE

THE CITY OF BONNEY LAKE, hereinafter known as the "City" or the "Employer", and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, AND THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO hereinafter known as the "Union", do hereby reach an agreement for the purpose of enhancing the material conditions of the employees, promoting general efficiency of the City of Bonney Lake, and to promote the dignity, respect, morale, well-being and security of employees.

ARTICLE 1 DEFINITIONS

- 1.1 As used herein, the following terms shall be defined as follows:
- 1.1.1 "Employer" or "City" shall mean the City of Bonney Lake.
- 1.1.2 "Union" shall mean the Washington State Council of County and City Employees and its AFSCME, Local #120.
- 1.1.3 "Bargaining Unit" shall mean all employees in the classifications as listed in Appendix A of the Agreement, excluding all temporary employees and all employees in classifications not listed in Appendix A of this Agreement.
- 1.1.4 "Employee" shall mean a regular full-time (40 hours per week) or regular part-time (20 hours or more per week) employee in the bargaining unit and covered by the Agreement.
- 1.1.5 "Temporary Employee" shall mean an employee in any classification that is hired by the Employer for a period of six (6) months or less. Temporary employees cannot have their employment extended beyond six (6) months without notification to the Union. If the City hires a temporary employee to fill a regular position while posting an opening for that regular position, the City's posting will include the expected date certain to fill that position with a permanent employee. If no date certain is posted, the position is expected to be filled immediately upon completion of the hiring process. Temporary employees shall not be used to supplant or replace bargaining unit employees.
- 1.1.6 "Probationary Employee" shall mean a new employee subject to a six (6) month probationary period commencing with the employee's most recent date of hire. During

this time, such employee is subject to immediate dismissal at the discretion of the Employer. If the City decides to extend a probationary period after 6 months for up to an additional 6 months, the City shall provide an evaluation by the Department Head and notice of deficiencies to the employee before the initial 6 month period expires. During probation the employee may use accrued sick leave, as provided in this Agreement, but shall have their probation extended on an hour for hour basis by the amount of sick leave utilized during their probationary period. Probationary employees dismissed during the probationary period shall be notified in writing of the actions and the reasons for failing probation. Probationary employees who are dismissed may appeal their dismissal to the Mayor whose decision shall be final.

- 1.1.7 “Registered Domestic Partner” shall mean two adults who meet the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 and who have been issued a certificate of state registered domestic partnership by the Secretary of State’s office.

ARTICLE 2 UNION RECOGNITION

- 2.1 UNION RECOGNITION — The Employer recognizes the Union as the exclusive bargaining representative for all employees as listed in Appendix A as concurrently existing or as subsequently amended by the parties during the life of this agreement, excluding management personnel and employees with confidential responsibilities and excluding employees of other bargaining units. All collective bargaining with respect to wages, hours, working conditions, and other conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. The Agreement reached between the two parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the designated representatives of the Employer. A current list of represented classifications is listed in Appendix “A” of this Agreement.
- 2.2 RECOGNITION OF BARGAINING UNIT MEMBERS – Classifications which are accreted into the existing bargaining unit (either through voluntary recognition or through PERC certification) shall be covered under the terms and conditions of this Agreement. Majority status for representational purposes shall be determined by Washington law and through the procedures set forth in Chapter 41.56 RCW. The City will notify the Union when it establishes a new classification that it reasonably believes has duties and job responsibilities similar to those already performed by bargaining unit members.
- 2.3 NEW EMPLOYEE ORIENTATION – During the new hire orientation or within a reasonable period of time if unavailable, a Union Officer or Shop Steward shall be permitted, for up to ~~fifteen~~thirty (30~~15~~) minutes and without loss of pay, to meet with the new represented employees(s) as a group to discuss the responsibilities and benefits of Union membership. The Employer shall not incur costs for travel time or mileage for employee representatives and overtime will not be permitted.

ARTICLE 3 UNION RIGHTS

- 3.1 NON-DISCRIMINATION — No employee shall be discharged or unlawfully discriminated against for holding Union principles, fulfilling duties as an officer of the Union, or serving on a Union committee or employment, membership, or non-union membership: likewise, there shall be no discrimination against any individual because of age (40+), race, color, sex (including pregnancy), sexual orientation (including gender identity), marital status, religion, creed, national origin, honorably discharged veteran or military status, mental or physical disability (and the use of the trained dog guide or service animal), or any other classification protected by State or Federal law, unless such is a bona fide occupational qualification.
- 3.2 INSPECTION PRIVILEGES — Authorized agents of the bargaining unit shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption on the City's working schedule.

ARTICLE 4 UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 4.1 UNION MEMBERSHIP AND PAYROLL DEDUCTION —
For current Union members and those who choose to join the Union, the Employer agrees to deduct from the paycheck of each employee, who has so authorized it in writing, the regular monthly dues as required of members of the Union. The Union shall provide the signed authorization to the City and dues will begin after the card has been received. The Employer shall transmit monthly to the Union the amounts deducted on behalf of the employees involved. Authorizations for Payroll Deduction are valid whether executed in writing or electronically, but shall be on the Union's authorization card. 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 following submission, but not later than the second payroll, after the City's receipt of the cancellation from the Union. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Union agrees to refund to the Employee any amounts paid to it on error upon presentation of proper evidence.

The Employer shall provide to the Union employee and other information consistent with RCW 41.56.035. ~~quarterly a complete list of all bargaining unit members that includes: Employee name, home address, work email, hire date in current bargaining unit, job classification, and monthly base wage.~~

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.

ARTICLE 5 PAY DAYS

- 5.1 PAY DAYS - Employees shall be paid twice per month. Pay days shall be by the 7th day of the month for pay periods covering the sixteenth (16-30/31) through the last day of the month, and by the 22nd day of the month for pay periods covering the first through the fifteenth (1-15) of the month.
- 5.2 DIRECT DEPOSIT - Direct Deposit shall be mandatory for all staff. The City shall provide a workstation in each location so employees may review and print their paystubs on work time. The City shall provide training on accessing their paystubs electronically and direct deposit options.

ARTICLE 6 SENIORITY

- 6.1 Seniority shall consist of continuous service of the employee from the date hired into a regular position. The employee's earned seniority shall not be lost because of illness, authorized leave of absence, furlough, or temporary layoff. The seniority list shall be brought up to date each January 1st and posted in a conspicuous place.

ARTICLE 7 LAYOFF AND RECALL

- 7.1 LAYOFF AND RECALL — In the event of layoff, the Employer shall determine the numbers and classifications of any positions to be cut.
- 7.2 When it is necessary to reduce the work force, it shall be according to ability and seniority. When ability is equal, as determined by the employer, seniority shall prevail. The Employer shall give as much advance notice as possible, but at least four (4) weeks' notice to any employee subject to layoff (and contemporaneous notice to the Union). The City agrees to bargain the impacts a layoff or hours reduction may have on wages, hours, or working conditions of bargaining unit members. An employee shall be defined as having the ability to perform a job if the employee previously worked in that position or is in a position within the same classification series and has higher level duties and still meets the minimum requirements of the position to which the employee may be bumped down into.
- 7.3 The names of all employees laid off shall be placed on a layoff/recall list for a period not to exceed eighteen (18) calendar months from the date of layoff. Employees shall be recalled in the reverse order of layoff, with the last person released entitled to be returned to any classification with the bargaining unit previously held by the employee in the course of employment with the Employer which the employee is qualified to fill. It shall be the responsibility of the employee to keep the Employer informed of their current address, and personal email.
- 7.4 Employees displaced by a reduction of the work force through job consolidating (combining the duties of two (2) or more jobs), the installation of new equipment or

machinery, the curtailment or replacement of existing facilities, the development of new facilities, or budgetary constraints shall be laid off and recalled in accordance with this article.

- 7.5 No new temporary or regular employees shall be hired into affected job classifications during the periods of layoff until all employees in layoff status have been given the opportunity to work, provided employees on layoff are qualified to perform the duties of the open position as defined in Section 7.2 above.
- 7.6 Refusal to be recalled to an open position of approximately equivalent hours and in the same benefit category (*i.e.* eligible for benefits vs. non-benefitted), excluding temporary openings, will terminate the employee's recall rights. If an employee accepts being recalled to a lower compensated classification, or a position that does not have approximately equivalent hours or is not in the same benefit category, than that occupied prior to layoff, the employee shall maintain their right to be recalled to the classification and hours vacated at layoff for a period of eighteen (18) months. For purposes of this section, "approximately equivalent hours" means at least 80% of the hours worked by the employee prior to layoff.

ARTICLE 8 HOLIDAYS

- 8.1 HOLIDAYS — Each employee shall be entitled to eight (8) hours salary on each of the following days which are hereby declared to be official holidays:

New Year's Day (First Day of January)
Martin Luther King Day (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Friday Following Thanksgiving Day
Christmas Eve Day (December 24th)
Christmas Day (December 25th)
2 Floating Holidays (Prorated)

~~Effective January 1, 2022, one (1) additional Floating Holiday will be added to the current list of holidays.~~

- 8.2 Any holiday falling on Sunday shall be observed the following Monday; any holiday falling on Saturday shall be observed on the preceding Friday. Should a Friday and a Saturday or Sunday and a Monday be two sequential Holidays the Holidays shall be observed on Thursday and Friday in the former case, or Monday and Tuesday in the latter case. For instance if Friday is Christmas Eve Day and Saturday is Christmas

Day the official holidays will be observed as Thursday (Christmas Eve Day) and Friday (Christmas).

8.3 Any day, in addition to the above listed days, may be designated as a holiday by the Employer.

8.4 Employees shall receive the holiday with pay only if in a paid status the full day before and the full day after the holiday.

8.5 Floating Holidays. Existing employees shall be eligible for two floating holidays beginning January 1st each year. New employees hired prior to July 1st shall be eligible for the two floating holidays in the year they are hired. New employees hired on or after July 1st and prior to December 1st shall receive one floating holiday in the year they are hired.

8.5.1 Employees shall request use of the floating holiday(s) at least 10 days in advance, unless the floating holiday use is for personal emergencies. All requests shall be made prior to December 1st of each year. The floating holiday(s) may be used in ~~one (1) hour~~ 15 minute increments. Permission to use the floating holiday(s) shall not be unreasonably withheld. If a floating holiday use request is denied or cancelled due to emergency call-back, and the employee is not provided another mutually acceptable day to take the holiday, the floating holiday shall be carried-over to the next year and the leave shall be used by January 31 of the following year.

8.5.2 Unused floating holiday(s) will not be paid out if an employee leaves service and cannot be carried over from year to year aside from the aforementioned circumstance(s). ~~A new employee hired after July 1st of each year shall not be eligible for the floating holiday (s) until the next year.~~

8.6 Pursuant to RCW 1.16.050(3), an employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City's municipal code. In the event the City's municipal code conflicts with Washington law, then the minimum requirements of the law shall apply.

ARTICLE 9 VACATION

9.1. VACATION — Employees hired on or after May 1, 2004 shall accrue the following amount of vacation leave during continuous service with the City as follows:

1st year	<u>12</u> 4 days
2nd year	<u>13</u> 2 days
3rd year	<u>14</u> 3 days
4th year	<u>15</u> 4 days
5th year	<u>16</u> 5 days

6th year	17 6 days
7th year	18 7 days
8th year	19 8 days
9th year	20 19 days
10th year	21 0 days
11th year	22 1 days
12th year	22 days

Regular part time employees shall accrue vacation leave on a pro rata basis on daily average hours worked per day, regular full time employees shall accrue based on eight (8) hours per day. An employee hired on or before the first pay period of any month shall accrue vacation leave from the first day of that pay period. An employee hired after the first pay period of any month shall accrue vacation from the first day of the next pay period following. Employees that enter a leave without pay status for three (3) days or more during a pay period shall accrue vacation hours on a pro-rata basis.

Employees hired prior to May 1, 2004, shall be grandfathered at the previous vacation accruals as shown in Appendix "B."

- 9.2 Only those days on which the employee would normally be required to work shall be counted in computing the vacation period to which the employee is entitled.
- 9.3 When a paid holiday falls on a vacation day, the employee shall not be required to use a vacation day.
- 9.4 Vacation shall be taken by an employee upon prior approval by the department head or the department head's designee. When an employee is out of sick leave and vacation leave is used in lieu of sick leave that use will be subject to Article 11.
- 9.5 The vacation request period shall be from November 1st – November 30th for the following calendar year. Vacation requests submitted during the request period will be approved on a seniority basis by December 15th. Vacation requests submitted after the request period shall be reviewed on a first come basis and will be responded to with an approval/denial notification within three (3) business days of the date the request was submitted. Permission to use vacation shall not be unreasonably withheld.
- 9.6 Accumulated vacation time shall not exceed 240 hours as of December 31st of each year. Leave in excess of 240 hours will be forfeited each year on the pay period following December 31st unless the employee has requested leave by December 1st. If a vacation request is denied or cancelled due to emergency call-back and the employee is not provided another mutually acceptable day to take the vacation, the vacation accrual in excess of 240 hours shall be cashed out on the pay period following December 31st. Any vacation time accumulated shall be scheduled at the

discretion of the Employer. Accrued vacation time shall be listed on the employee's paycheck summary.

- 9.7 Each regular employee whose service is terminated, except for just cause, shall be compensated for unused vacation at the straight time hourly rate of pay.

9.8 Employees may use accrued vacation leave in increments of 15 minutes.

9.98 Unless approved in advance in writing by the ~~City Administrator~~Department Director, vacation time shall not be utilized until the new hire probationary employee has successfully completed the six (6) month probationary period. Upon successful completion of the probationary period and attainment of regular status, the new hire probationary employee shall be credited with the contractual vacation accrual. ~~No probationary employee shall take vacation leave during the probationary period unless approved by the City Administrator and~~ ~~the~~ The probation period for any employee is extended to match the vacation leave used.

ARTICLE 10 HEALTH & WELFARE

- 10.1 MEDICAL — The Employer shall pay the premiums to provide employee, spouse, and dependent coverage identified by the AWC Benefit Trust, Plan AWC HealthFirst 250, the AWC Kaiser Permanente \$200 Deductible Plan or the High Deductible Health Plan (HDHP) with Health Savings Account (HSA).

- 10.1.1 ELIGIBILITY - Employees must work an annual average of thirty (30) or more hours per week to be considered eligible for City sponsored healthcare (medical, dental, and vision). Employees working thirty (30) to thirty-nine (39) hours per week will receive benefits on a pro-rated basis.

- 10.1.2 PREMIUMS - The employee's contribution to insurance premiums shall be paid through the City's IRS Section 125 plan. Benefits for regular part-time employees shall be pro-rated.

- 10.1.3 Premiums for employees (and spouse/dependents) participating in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) will be 100% paid by the employer. Enrollment is subject to AWC's participation/enrollment rules.

~~E~~New employees who select the HDHP/HSA option will have the following seed money (the "seed money") deposited into their HSA accounts by the City as a one-time lump sum deposit:

Employee only	=	\$2,000
Employee + 1	=	\$2,500
Employee + 2	=	\$3,000
Employee + 3 (or more)	=	\$3,500

On an annual basis thereafter, the City will contribute the following amounts (the “annual contribution”) into each employees’ HSA accounts:

Current 2024 Rates

Employee only	=	\$ <u>1,181</u> 1,060 *
Employee + 1	=	\$ <u>2,038</u> 1,829 *
Employee + 2	=	\$ <u>2,657</u> 2,385 *
Employee + 3 (or more)	=	\$ <u>2,953</u> 2,650 *

Employees who select the HDHP/HSA option are entitled to the seed money contribution by the City only once during their employment, and do not earn both the seed money and the annual contribution in the same year (*i.e.* an employee who selects the HDHP/HSA option earns the seed money in the first year, and then receives the annual contribution in subsequent years). HSA seed money and annual contributions will be pro-rated for part-time employees and new hires. Annual contributions made by the City will be divided into four deposits at the start of each quarter.

*These amounts will increase annually based on the percentage increase applied to the IRS maximum contribution limit. For example, if the ~~2019~~2025 IRS contribution limit increases by 5% over the ~~2024~~18 maximum, the City will increase its contribution for each category by 5% (e.g. \$1,181~~1,000~~ for employee-only + 5% = \$1240~~1,050~~).

- 10.1.4 Each employee shall contribute 15% toward the cost of premiums for any plan other than the High Deductible Health Plan with HSA for any spouse and/or dependent(s) included on the medical plan. Each employee shall contribute 5% per month towards the cost of premiums for employee-only (individual coverage) for any plan other than the HDHP/HSA option.

~~Effective January 1, 2020 and f~~Eor the term of this contract should non-represented staff contribute less than fifteen percent (15%) towards the cost of premiums for any spouse and/or dependent(s) on the medical plan then AFSCME members will contribute the same rate as non-represented staff for the spouse and/or dependent(s) included on the medical plan.

Except as otherwise provided, the Employer shall pay one hundred percent (100%) of the premiums set forth above for the life of the Agreement.

- 10.2 DENTAL —The Employer will pay 100% of the premiums for employee and dependent dental benefits identified in the WSCCCE Plan Ten (X).
- 10.3 VISION — The Employer will pay 100% of the premiums for employee and dependent vision benefits identified in the WSCCCE Vision Plan.
- 10.4 DISABILITY — The Employer shall pay the premiums necessary to provide benefits identified as the WSCCCE Long-term Disability Plan, six (6) month waiting period.

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- 10.4.1 SHORT TERM DISABILITY - The Employer will withhold monthly premiums from all AFSCME represented employee's wages in the amount set forth and established by AFLAC to cover the cost of Short Term Disability provided under this agreement.
- 10.5 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall pay the premiums to provide benefits identified as the Employee Assistance Program through the AWC Employee Benefit Trust.
- 10.6 Employees shall notify Employer of any change in the status of dependents that may affect insurance coverage within 10 days of such change.
- 10.7 Bargaining Unit Members will be eligible for the City's Medical Cost Savings Program as detailed in City policy; provided however, that the City continues to meet underwriting requirements of the Association of Washington Cities. Participation in the City's Medical Cost Savings Program may be restricted if the City is subject to a penalty under the Affordable Care Act for failing to offer compliant health coverage to employees. Bargaining unit members and non-represented staff will be considered based on their request to participate in this program on a first come basis.
- 10.8 LIFE INSURANCE - The Employer will provide a term life insurance policy for each employee through AWC Employee Benefit Trust in the amount of \$50,000. Life insurance may be actuarially reduced based on an individual's age and is based on the underwriting rules of AWC.
- 10.9 VEBA - The City will establish a Voluntary Employees Beneficiary Association (VEBA) Plan to reimburse out-of-pocket medical care costs, as defined by the IRS, for eligible employees and their dependents. ~~The Union and City will work together to determine the administration of this fund, including any administrative details.~~
- ~~Effective January 1, 2023, t~~The City will contribute twenty-five dollars (\$25) per month to each VEBA account.
- The bargaining unit shall elect annually whether all or a percentage of eligible sick and vacation leave cash outs shall be cashed out to pay or VEBA. Such election shall be effective for the duration of the collective bargaining agreement.
- 10.10 Except as otherwise provided, the Employer shall pay one hundred percent (100%) of the premiums set forth above for the life of the Agreement.

ARTICLE 11 SICK LEAVE

- 11.1 SICK LEAVE — Employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month of employment and regular part time employees shall accrue sick leave at a prorated basis. Employees that enter a leave without pay status for three (3) days or more during a pay period shall accrue sick hours on a pro-rata basis.

11.1.2 Sick leave may be used as soon as it is accrued. However, sick leave benefits shall be used only as noted in 11.3.1 and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency.

11.1.3 In any case in which an employee shall be entitled to benefits or payments under the Workers' Compensation Act or similar legislation of the State, or any other governmental unit, the City shall pay the difference between the benefits and payments received under such Act by such employee and the regular rate of compensation employee would have received from the City if able to work.

11.2 SICK LEAVE PAYOFF — Payoff shall be based on an accumulation of unused sick leave to a maximum of seven hundred-twenty (720) hours. Employees shall be compensated at their regular base rate of pay in effect when permanently separated from employment in accordance with the following schedule:

Employees hired prior to January 1, 2022

Resignation or layoff (five (5) years' service minimum) 25%

Disability, death, or demonstrated eligibility for DRS or Social Security retirement 100%

Employees hired after January 1, 2022

Resignation or layoff, (five (5) years' service minimum)

—25%

Disability or death

100%

DRS eligible retirement:

100% of the first 240 hours

50% of the remaining hours up to the total of 720

To qualify for sick leave cash-out at retirement, an employee must have at least five (5) years of completed service with the City, otherwise, unused sick leave is forfeited.

11.3 USAGE — Employees eligible for sick leave with pay shall be granted such leave for the following reasons:

11.3.1 Personal or family member illness, injury, physical or mental health condition; doctor or dentist visits; preventative care, or leave that qualifies under Washington's Domestic Violence Leave Act, forced quarantine of the employee in accordance with community health requirements or Employee's place of business or child's school or daycare is closed by a public official for any health reasons.

11.3.2 Family members shall include spouse; registered domestic partner; child, regardless of age; stepchild(ren); parent, including in-law(s); Grandparent; Grandchild; Sibling; "Child" and "Parent" include foster, step, legal guardian, in loco parentis, and "de facto"; or any person who is a resident of the employee's household, and dependent on them for medical care.

11.3.3 Employees shall be allowed to use sick leave in increments of fifteen (15) minutes.

11.4 NOTIFICATION — An employee on sick leave shall notify the department head or the department head's designee of the fact and the reasons therefore within two (2) hours (when possible) prior to the beginning of the employee's scheduled shift, and shall complete a sick leave request in the electronic time keeping system upon return to work.

11.4.1 After three (3) consecutive work days, if required by the department head or the department head's designee, the employee shall provide a statement from the healthcare provider to the department head or designee stating the employee was seen for their own personal illness, injury or health condition; medical diagnosis; preventative medical care or physical incapacity or was needed to care for an eligible family member with an illness, injury or health condition; medical diagnosis; or preventative medical care. The three-day limitation shall not apply if the employer has cause to believe that sick leave is being abused. The Employer may require a signed statement from the employee's Health Care Provider or the employee's eligible family member Health Care Provider if care is required, for absences of three (3) days or longer or if the City reasonably suspects sick leave abuse, or patterns of abuse.

11.4.2 Failure to provide notice or provide a physician's statement and/or complete a sick leave request in the electronic time keeping system as required herein, may be cause for denial of such leave with pay for the period of absence.

11.5 Employees entitled to leave under the Family and Medical Leave Act of 1993 (FMLA) shall use, concurrent with such leave, accrued sick leave or vacation leave as part of the FMLA leave.

11.6 LEAVE WITHOUT PAY - Except as provided under PFML and Disability, employees must exhaust all eligible accrued leave prior to going on leave without pay. Leave without pay must be approved by the director of the department or their designee prior to going on unpaid leave.

ARTICLE 12 TEMPORARY DISABILITY LEAVE

12.1 TEMPORARY DISABILITY LEAVE AND LEAVE OF ABSENCE — With the exception of employees in an approved Worker's Compensation leave, employees desiring a leave of absence must submit their request for such leave in writing within a reasonable period of time prior to its commencement, but shall be no less than thirty (30) days' notice. The City must respond to all leave of absence requests in writing. Employees shall not accrue sick or vacation leave during such approved leave of absence when in a leave without pay status.

Probationary employees who are physically unable to perform the functions of their position for any qualifying medical reason shall have their probationary period extended for the length of the approved leave.

12.223 An employee on Workers' Compensation leave has the right to use paid sick leave and/or paid vacation leave to supplement payment received by the Workers' Compensation Law. An employee receiving paid sick leave or paid vacation leave, who simultaneously receives compensation under the Workers' Compensation Law, or other insurance plan paid for by the City, shall receive for the duration of such compensation, only the portion of the employee's regular salary which, together with said compensation, will equal the employee's regular salary.

12.2.1 An employee receiving compensation under the Workers' Compensation Law due to an inability to work because of an on the job injury associated with the employer, shall have the option to not supplement their pay by use of paid sick leave or paid vacation leave. If an employee chooses to not supplement their income with the use of other paid leave types while on Workers' Compensation leave type, then they must provide notification in writing to Human Resources from the beginning of the leave or when reasonably possible. In the event the employee does not provide notice to Human Resources, all leave types will be used until exhausted and the City will not retroactively replace leave banks.

12.2.2 ~~-, but~~ The employee will be responsible for making any payments that would typically be taken by payroll deduction (e.g. union dues, short term disability, insurance premiums, etc.) directly to the City. Should an employee fail to pay for those premiums that they would normally be responsible; the City shall have the right to terminate the affected benefits. ~~If an employee chooses to not supplement their income with the use of other paid leave types while on Workers' Compensation leave type, then they must provide notification in writing to Human Resources from the beginning of the leave or when reasonably possible. In the event the employee does not provide notice to Human Resources, all leave types will be used until exhausted and the City will not retroactively replace leave banks. Employees may elect to buy back any paid sick and/or vacation leave used on a dollar for dollar basis with the payment received from Workers' Compensation. Leave buy back must occur within ten (10) calendar days of returning from time loss with Labor & Industries or within ten (10) calendar days of returning from time loss and receiving the final time loss check.~~

When employees are out on leave due to a work-related injury and receiving time-loss compensation payment from L&I, the employee can make a selection on the appropriate form to the HR division within seven (7) business days with their option on how to be compensated. If the employee does not submit the form within the deadline, the default option below will be initiated. HR will provide notice to the effected employee of alternative available options, which they may elect in writing.

Default: Submit the L&I check to Payroll and Payroll will return the hours used from employee's sick leave bank. (Example: employee makes \$20/hr. and receives an L&I

~~check for \$1500. Employee would receive 1500/20 = 75 hours back.)~~

Option 1: Time Loss Payment: The City will not use any supplemental time. The employee will be on a Without Pay status and only receive their time-loss income from L&I, if qualified.

Option 2: Sick Leave buy back. Submit the L&I check to Payroll and Payroll will return the hours used from employee's sick leave back. (Example: employee makes \$20/hr. and receives an L&I check for \$1500. Employee would receive 1500/20 = 75 hours back.)

Option 3: Employee uses sick leave. Once the employee receives an L&I check, Payroll reduces their next paycheck by that amount and purchases back their hours using the same formula in option 2. Payroll will deduct the L&I check amount from each regular paycheck so that the paycheck is made whole. The employee shall not receive more than 100% of their regular paycheck together with the L&I check.

Option 4: Employee uses sick leave AND receives L&I. Employee does not turn check into the City and the City does not adjust the sick leave bank by the amount the employee receives.

If the employee does not submit the form within the deadline, the default option below will be initiated. HR will provide notice to the effected employee of alternative available options, which they may elect in writing.

Default: Submit the L&I check to Payroll and Payroll will return the hours used from employee's sick leave bank. (Example: employee makes \$20/hr. and receives an L&I check for \$1500. Employee would receive 1500/20 = 75 hours back.)

12.34 Upon expiration of temporary disability leave, the employee shall be assigned to the same position, if open, occupied before the leave or to a un equivalent open position. The Employer shall in good faith endeavor to place the employee into a job commensurate with the employee's previous position. Should a commensurate position be unavailable, the employer may place the employee in a lower classification position at the salary level of the lower position closest to the salary of the higher position. At such time as the original position becomes open the employee shall be given the option of returning to the original position.

12.45 Leave benefits shall be no less than those granted in the Federal Family and Medical Leave or the Washington State Paid Family and Medical Leave Act, as now stated or hereinafter amended.

ARTICLE 13 BEREAVEMENT LEAVE

13.1 BEREAVEMENT LEAVE — At the request of the employee, up to three (3) shifts of bereavement leave with pay shall be granted to the employee upon the death of a

member of the employee's ~~immediate~~ family as defined in 13.1.1. The length of leave granted beyond three (3) shifts shall be determined by the department head or the department head's designee, and shall be deducted from sick leave, vacation leave, or compensatory time as the employee chooses. Absent special circumstances approved by the City in advance, all bereavement leave shall be taken within thirty (30) days of the date of death of an immediate family member unless otherwise approved by the Mayor or designee.

- 13.1.1 Immediate family shall include parents (including stepparents), siblings, spouse, registered domestic partner, spouse equivalent, child (including step-child, foster child or legally adopted child), siblings-in-law, mother-in-law, ~~and~~ father-in-law, and children-in-law, or grandparents of the employee, grandchildren, or someone who has an expectation to rely on the employee for care, whether living with them or not, ~~and any person who was a resident of the employee's household, and dependent on him/her.~~

ARTICLE 14 HOURS OF WORK

- 14.1 WORK WEEK — The work week shall be forty (40) hours of work to consist of five (5) consecutive days. Each day shall be eight (8) consecutive hours exclusive of meal periods, beginning on Monday of each week and ending on Friday of that week. For FLSA/payroll purposes, the workweek shall be defined as a seven (7) day period beginning at 12:00AM on Sunday and ending at 11:59PM on Saturday. An alternative work week consisting of forty (40) hours to be worked in a four (4) or five (5) consecutive day period or a nine (9) – eighty (80) schedule to be worked over a two (2) week period, where an employee works eight (8) nine (9) hour days and one (1) eight (8) hour day may be scheduled by mutual agreement between the employee and the Employer. A change in scheduled work hours may be made by mutual agreement of the Employer and Employee or with at least forty-eight (48) hours' notice by the Employer to the Employee. Changes in schedules will be communicated to affected employees orally, or by email, or by posting on the bulletin board.

- 14.1.1 If an employee flexes their schedule within a week that crosses over into two pay periods, the employee should indicate their intent to flex their time on their timesheet consistent with the FLSA.

- 14.2 Employees shall not work more than sixteen (16) consecutive hours in a 24 hour period without a rest period of at least eight (8) hours. Employees who work sixteen (16) hours during a shift shall be relieved of duty for at least eight (8) hours, and shall receive up to five (5) hours of Emergency Response Rest Time (ERRT) compensated at straight time if the eight (8) hours of rest time is part of an employee's regular shift. No other leave time shall be used to make up any part of the employee's regular shift. ERRT shall not be used to calculate time towards the overtime threshold and overtime shall only be compensated after working 40 hours during the work week as consistent with Article 14.3.

An employee may not be called back or serve in an on-call duty during the eight (8) hour rest period. The supervisor will assign the on-call duty to another eligible employee. This policy would typically be triggered during a major event when supervisors are actively managing the workplace and are able to reassign duties.

Example 1: An employee is called in at 10:00p.m. and works until 2:00p.m. the following day. If the following day is part of the regular shift (e.g. 7:00a.m. – 4:30p.m. or nine(9) hour shift as part of a 9/80 work schedule or some other hours arrangement), then the employee would be compensated two and one half (2.5) hours as ERRT.

- 14.3 OVERTIME — Overtime shall mean all time worked in excess of a forty (40) hour work week. Use of sick leave, vacation leave, holiday leave, ~~or compensatory time~~ shall constitute time worked for the purposes of calculating overtime. Compensatory time shall not constitute time worked for the purposes of calculating overtime. Furlough or Furlough replacement time shall not constitute time worked for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half times (1 1/2) the employee's regular straight time hourly rate of pay, or in compensatory time-off if mutually agreed by the employee and the employer.

14.3.1 COMPUTING OVERTIME – The nearest fifteen (15) minutes shall be used in computing overtime.

- 14.4 STANDBY PAY — Employees required to be on standby shall receive a standby premium of thirty dollars (\$30.00) per weekday and forty (\$40.00) per day for weekend days and holiday(s) for all days -assigned, provided; the employer shall establish a volunteer list of those employees who are assigned to standby. With reasonable cause, the employer reserves the right to refuse any employee who requests to be placed on the list. Employees that are on approved leave (e.g. vacation or sick leave or compensatory time) may not remain on stand-by and will not receive stand-by pay. They may switch shifts with other available employees.

- 14.5 CALLBACK — Employees who are called back to work shall receive one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked outside of their regular shift; provided, however, the employee shall receive not less than two (2) hours at the overtime rate. If an employee is called out a second time outside of the first two (2) hour period, the employee shall receive an additional emergency callback of not less than two (2) hours at the overtime rate. If the employee is not required to return to work, i.e., is able to accomplish the work by using the laptop computer, cell phone or other assigned technology, then callback compensation shall be a minimum of one (1) hour at one and one-half (1 1/2) times their regular straight time hourly rate of pay or actual hours worked, if in excess of one (1) hour.

- 14.6 Each employee, who because of the nature of duty and the request of the department head or the department head's designee, works any portion of any holiday (meaning

the date the holiday is recognized in the respective work group), shall be compensated at the double-time rate of two (2) hours straight time for each hour worked. Compensation shall be compensatory time off or pay at the employee's discretion.

14.7 Each employee who is called back to work during the employee's prearranged vacation period, shall be reimbursed all scheduled, unused vacation time. The employee shall be paid at the rate of one and one half (1 1/2) times their regular straight time hourly rate of pay for that period of time that they would have been on vacation. In no event shall an employee receive greater than one and one half (1 1/2) times their regular straight time hourly rate, whether in hours reimbursed or compensation.

14.8 COMPENSATORY TIME — Employees may accrue up to seventy-two (72) hours compensatory time. Any hours earned in excess of seventy-two (72) hours will be paid at the applicable overtime rate of pay.

14.9 TELEWORKING — Employees may be eligible to participate in teleworking options per City policy (See Addendum 1).

ARTICLE 15 WAGES

15.1 WAGES — Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Appendix 'A' to this Agreement.

15.2 The parties hereto agree that the wages in effect and now being paid to the employees who are covered under the terms of this Agreement, shall not be reduced in view of the provisions of this Agreement.

15.3 DEFERRED COMPENSATION - Employees shall be granted up to a \$150 employer monthly matching contribution to the employee's ~~ICMA-RC (to be renamed MissionSquare)~~ 457 deferred compensation account.

15.4 BOOT ALLOWANCE. For employees required to wear safety footwear, the City will provide each employee ~~\$150~~two hundred dollars (\$200) annually (subject to legally required deductions) to allow employees to purchase their own safety work boots for use while working. Such payment will be paid once per year, in the second pay cycle ending in January, to all current and continuing employees in the classifications covered by this Agreement who are required to wear safety footwear. There will be no pro-rata payments. Employees covered by this section will be required to wear safety footwear while working at all-times except while attending all-day classroom environments.

15.5 LONGEVITY LEAVE – As a recognition for years of service, Employees shall be credited with additional “Longevity Leave” at the following tiers, which are not cumulative and subject to the following conditions:

-
- 1) For employees who have worked for the city for more than 10 years (as of Jan 1st each year) 8 hours of longevity leave will be provided.
 - 2) For employees who have worked for the city for more than 15 years (as of Jan 1st each year) 16 hours of longevity leave will be provided.
 - 3) For employees who have worked for the city for more than 20 years (as of Jan 1st each year) 24 hours of longevity leave will be provided.
 - 4) For employees who have worked for the city for more than 25 years (as of Jan 1st each year) 32 hours of longevity leave will be provided.

Longevity leave will not be prorated. Longevity leave will not be carried over (banked) and must be used by Dec 31st of each calendar year. Longevity leave will not be cashed out for any reason. Longevity leave will not be construed as hours worked for calculation of overtime consistent with Article 14 Section 14.3 Overtime.

ARTICLE ~~15~~¹⁶ UNION ACTIVITIES

~~15~~¹⁶.1 LEAVE FOR UNION OFFICIALS. The bargaining unit may designate three (3) official representatives who are employees in the bargaining unit to be granted time off with pay while conducting contract negotiations, but limited to one (1) official representative for grievance and/or issue resolutions in addition to the member/grievant and business agent. All time off for union business shall be taken only when the City is able to adequately staff the employee's job duties during the time-off, and the actual wage cost to the City is no greater than the cost that would have been incurred had the union official not taken time-off. The bargaining unit may designate up to two (2) additional employees in the bargaining unit to participate in contract negotiations provided said employees take vacation time, flex their shifts, or take leave without pay; provided that said additional representative(s) notifies the City at least forty-eight (48) hours prior to the time off and the City is able to properly staff the employee's job duties during the time-off at the City's sole discretion.

ARTICLE ~~16~~¹⁷ GRIEVANCE PROCEDURE

17.1 The provisions in subsection 17. 1 are applicable to all non-court employees for all grievances and to court employees for any grievance not related to working conditions, hiring, discipline or termination.

~~16~~¹⁷.1.1 "Grievance," as used herein shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.

~~16~~¹⁷.1.1.1 STEP ONE — Within fifteen (15) calendar days of knowledge of the occurrence or the situation, condition or action giving rise to an alleged employee grievance, but in no event more than ninety (90) calendar days from the alleged occurrence, the grievant and/or a representative shall present the grievance to the employee's immediate supervisor or department head.

17.1.1.2 STEP TWO — If a satisfactory settlement is not reached, the grievance shall be reduced to writing and presented to the Mayor or the Mayor's designated representative, who shall schedule a meeting as soon as possible for the purpose of hearing the grievance and shall render a decision within thirty (30) calendar days of receiving the grievance. The written grievance shall contain the specific contract violation, the relevant facts and the remedy sought by the grievant.

1647.1.1.3 STEP THREE — If a satisfactory settlement is not reached in Step Two, either the Union or the Employer may submit the matter to arbitration within thirty (30) calendar days following the completion of Step Two.

1647.1.2 ARBITRATOR — Should the parties be unable to agree upon an Arbitrator, a list of eleven (11) Washington State arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall meet and strike a name until one (1) Arbiter is selected.

1647.1.2.1 The decision of the Arbiter shall be final and binding on both parties; provided, however, the arbiter shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the Arbiter's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

1647.1.2.2 Each party shall bear the cost of its own representation, and all other expenses incident to the arbitration shall be divided equally.

1647.1.3 TIME LIMITS — At any step of the procedure time limits may be extended by mutual agreement of the parties.

17.2 The provisions in subsection 17. 2 are applicable only to court employees for any grievance related to working conditions, hiring, discipline or termination.

1647.2.1 "Grievance," as used herein shall mean any dispute or controversy that may arise over the interpretation or application of an express provision of the Agreement.

1647.2.24.1 STEP ONE — Within fifteen (15) calendar days of knowledge of the occurrence or the situation, condition or action giving rise to an alleged employee grievance, but in no event more than ninety (90) calendar days from the alleged occurrence, the grievant and/or a representative shall present the grievance to the Judicial Branch Administrator.

17.2.1.32 STEP TWO — If a satisfactory settlement is not reached, the grievance shall be reduced to writing and presented to the Presiding Judge of the Municipal Court or their designated representative, who shall schedule a meeting as soon as possible for the purpose of hearing the grievance and shall render a decision within thirty (30) calendar days of receiving the grievance. The written grievance shall contain the specific contract violation, the relevant facts and the remedy sought by the grievant.

1647.2.1.43 STEP THREE — If a satisfactory settlement is not reached in Step Two, either the Union or the Presiding Judge or their designated representative may submit the matter to arbitration within thirty (30) calendar days following the completion of Step Two.

1647.2.42 ARBITRATOR — Should the parties be unable to agree upon an Arbitrator, a list of eleven (11) Washington State arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall meet and strike a name until one (1) Arbiter is selected.

1647.2.42.1 The decision of the Arbiter shall be final and binding on both parties; provided, however, the arbiter shall have no power to add to, subtract from or alter, change, or modify the terms of this Agreement, and the Arbiter's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

1647.2.42.2 Each party shall bear the cost of its own representation, and all other expenses incident to the arbitration shall be divided equally.

1647.2.53 TIME LIMITS – At any step of the procedure time limits may be extended by mutual agreement of the parties.

ARTICLE 1748 AMENDMENTS

1748.1 AMENDMENTS — Any amendments to this Agreement during its duration shall be by mutual agreement by both parties to this Agreement. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be subject to collective bargaining.

ARTICLE 19 EDUCATION PAY

19.1 EDUCATION — It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations and subject to prior approval by the authorizing supervisor or Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be paid for by the assigned department when approved by the authorizing supervisor or Department Head.

19.2 Upon the request of an employee, the City may, at its option, provide an opportunity for training lower level employees that don't meet the minimum qualifications of a higher position if the City foresees a possible future need in a particular job description. If this training move is offered by the City, and agreed to by the union and the employee, the pay will continue at their normal pay level during such training.

ARTICLE 20 OUT OF CLASS PAY

20.1 Any employee who is required by the appointing authority to accept the responsibilities and carry out additional duties of a position or rank above that which the employee normally holds, shall be paid 5% above their current rate of pay while so acting out of class. When an employee is required to perform the majority of duties and responsibilities of a higher paid position due to a position vacancy or an extended period of leave which is anticipated to last more than five (5) work days, the employee shall be paid a minimum of 5% above their current rate or the entry-level step of the assumed position, whichever is greater.

~~20.2 However, such person shall not be paid in the higher range until they have completed one (1) shift in the higher range, and only for the shifts worked in the higher range.~~

20.23 If an employee is working out of class to fill a position left vacant by an employee on leave who is expected to return to their previous position, the employee working out of class shall be returned to their previous regular position at the completion of the leave of absence. The use of a temporary employee to fill the position vacated by the employee required to work out of class is recognized as appropriate.

20.34 Out of Class assignments will be limited to six (6) months with the possibility of extensions for good cause and union concurrence. No out of class assignment may exceed one (1) year except in case of approved leave beyond one (1) year.

ARTICLE 21 NO STRIKE & NO LOCK-OUT

21.1 The Union agrees that there shall be no work stoppage due to a strike during the term of this Agreement.

21.2 There will be no lockout of employees in the Union by the Employer as a consequence of any dispute arising during the term of this Agreement.

ARTICLE 1822 MANAGEMENT RIGHTS

1822.12 MANAGEMENT RIGHTS — The conduct of the City's business, the efficient management and operations of the City, and the direction of the work force are vested in the City.

1822.23 Except as restricted by this Agreement, the foregoing functions of the Employer are recognized to include, but are not limited to, the right to hire, promote, and change or discontinue operations, practices, and work of employees, including the establishment of and modification to job classifications and descriptions. It further includes the right to determine the hours of work, to make and enforce reasonable rules and regulations, to promote safety, efficiency, discipline, order and protection of the City's employees, operations and property for injury, damage or the loss from any source. It further includes the right to modify or create new job descriptions subject to the Union's right

to negotiate the impact, if any, to substantial changes to those job descriptions. It further includes the Employer's right to establish and implement pre-employment drug screening for prospective employees, or drug screening for existing employees applying for a safety sensitive position. The Employer may also establish standards for uniforms and require them to be worn. The Employer shall pay for any mandated Bonney Lake uniforms such as shirts, vests, jackets, etc.

1822.34 The Union agrees to give full cooperation in carrying out the functions vested in the City for the conduct of its business and the efficient management and operation, and the prevention of violations by its members of the provisions of the Agreement or the rules and regulations herein agreed to. Violations by employees of the provisions of this Agreement or the rules and regulations referred to above will warrant reasonable disciplinary action.

ARTICLE 1923 SAVINGS CLAUSE

1923.1 SAVINGS CLAUSE — Should any provision of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 2024 PERSONNEL FILES

24.1 All items placed in the employee's personnel file which may be used in future disciplinary action shall be presented to the affected employee for signature. The signature shall be for the sole purpose of indicating that the Employee has seen or received the item. Any such item found in said personnel file without the employee's signature shall be considered moot in any disciplinary proceedings. Employees may request removal of such items after a period of 24 months. Requests shall be made to the employee's Department Head.

ARTICLE 2125 DISCIPLINARY ACTION

2125.1 The Employer may discharge or suspend an employee for just cause. No employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against ~~him/her~~them concerning their work conduct, except that no such prior warning notice shall be necessary if there is just cause for ~~if the cause for~~ discharge or suspension, which shall include ~~is~~ dishonesty, drinking on duty, use of controlled substances, recklessness, or other acts of a parallel magnitude. Probationary employees are not covered by this section. Grievances shall be limited to verbal warnings or higher levels of discipline.

25.2 DISMISSALS AND DEMOTIONS — The Employer shall act in good faith in the dismissal or demotion of any regular non-probationary employee. Should the Union present a grievance in connection with a dismissal or demotion of a regular non-probationary

employee, to the Employer, the dismissal or demotion shall be reviewed under the terms of the grievance procedure.

| ARTICLE ~~22~~²⁶ CERTIFICATION & PREMIUMS

26.1 MAINTENANCE WORKER II – WATER TREATMENT OPERATOR PREMIUM - Maintenance Worker II – Water Treatment Operator employees holding valid state certifications as required by the Employer, shall receive a premium of one-hundred and twenty-five (\$125) dollars per month.

26.2 An employee required to hold a Commercial Driver's License (CDL) as a minimum job qualification who's CDL is revoked for medical reasons shall be eligible for continued employment in the same classification. Such continued employment is conditioned on the Employer having sufficient personnel to cover CDL-related duties without an increase in overtime costs. Such employees may be reassigned to a different position in order to accommodate continued employment. The Employer shall not be required to make any accommodations for employees who have been employed for less than five (5) years, who were previously provided an accommodation under this section within the past five (5) years, who are serving under a "last chance" agreement, or whose CDL was revoked due to non-medical reasons or drug/alcohol abuse.

In the event an employee has their CDL revoked for medical reasons, the employee shall promptly notify the Employer. The parties will meet to discuss a reasonable timeframe for the employee to re-qualify for the CDL and associated medical card. Absent special circumstances approved by the Employer, this timeframe shall not exceed eighteen (18) months.

An employee provided an accommodation under this section shall have their pay reduced by fifteen percent (15%) on the salary schedule, effective the next pay cycle after revocation of the CDL. If the employee has not advanced fifteen percent (15%) above the entry level wage for the classification, they shall be moved to the entry wage on the salary schedule. In the event an employee who had their CDL revoked due to medical reasons is able to subsequently re-qualify for the CDL and associated medical card, the employee will be placed back at the same step of the salary range the employee had at the time of the revocation.

In the event any provision in this section conflicts with federal or state law governing CDLs or reasonable accommodations, then the minimum requirements of the law shall apply.

ARTICLE 27.....CONTRACTING BARGAINING UNIT WORK

27.1 Prior to contracting out work currently performed by bargaining unit employees, the City agrees to provide 45 days advance notice to the Union of the City's intent to contract out the work, and afford the Union an opportunity to meet and confer

regarding the City's intent.

ARTICLE 28VACANCIES

- 28.1 All vacancies for positions in the bargaining unit shall be posted for a period of five (5) working days for internal applicants only. After the conclusion of the five (5) day internal only posting, the City shall then review all internal applicants. After a review of the internal applicants, if the City determines to seek outside applicants, they shall communicate (verbally or in writing) that decision and its reason(s) to the internal applicants. All internal applicants passing probation and meeting the minimum qualifications shall be allowed to fully compete in the selection process. ~~if outside applicants are solicited; provided however that employees who have not been in their existing position for at least one year may be excluded from application for a new position. This requirement may be waived for employees applying for promotional opportunities within the same job family e.g. Administrative Specialist I to Administrative Specialist II; Judicial Specialist I to Judicial Specialist II, provided qualifications are met.~~

ARTICLE 29..... HEALTH AND SAFETY

- 29.1 SAFETY COMMITTEE – The Employer recognizes the importance of health and safety and agrees to maintain a Safety Committee per WAC 296-800-13020. The union will select the committee representatives for the operations that are covered by the union contract.
- 29.2 CITY CLOSURE(S) - When City offices are closed, the City will attempt to find an alternative worksite/assignment including working from home if there is meaningful work available as approved by the Department Head. If an alternative worksite/assignment cannot be found, the employee may use a floating holiday or available vacation leave or compensatory time. The employee may also flex time with Department Head approval within the same pay period.

ARTICLE 30DURATION

- 30.1 This Agreement shall become and remain in full force and effect from January 1, 2024 through December 31, 2026~~3~~.

DATED this _____ day of _____. ~~May 2021~~.

CITY OF BONNEY LAKE

AFSCME LOCAL #120

~~Neil Johnson~~Michael McCullough, Mayor

~~Mark~~~~Watson~~Zach Dugovich, Staff Representative

Jenna Richardson, Human Resources
Manager

Christopher Blake, Chairperson

APPENDIX A
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2 WASHINGTON
(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)

(JANUARY 1, 202~~4~~¹ THROUGH DECEMBER 31, 202~~6~~³)

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF BONNEY LAKE, WASHINGTON ("Employer") and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2 WASHINGTON, affiliated with the AFL-CIO ("Union").

- A.1 Employees shall be eligible, based on satisfactory performance, for an increase to the next step in the master pay schedule after completing the required months in the pay steps. Employees will receive a four percent (4%) pay increase until the maximum rate of pay is achieved. No rate of pay shall exceed the maximum rate of pay. Any certification pay will be in addition to these rates.
- A.2 Should an employee be promoted to a higher grade, such employee shall be granted a salary increase that is at least five percent (5%) more than the previous rate of pay.
- A.3 The Employer shall determine the entry level pay rate for new hires.
- A.4 The following changes will be made to the Job Titles/Salary Ranges:

~~Effective January 1, 2021~~

- ~~• The current Administrative Specialist II in Public Services-Operations assigned to ER&R will be reclassified to an Administrative Specialist III.~~
 - ~~• The current Accounting Specialist II in Finance-Utility Billing assigned with lead responsibilities will be reclassified to an Accounting Specialist III.~~
- ~~These changes would be considered promotions and will not be backfilled.~~

~~Effective one (1) month following ratification:~~

- ~~• Senior Center Cook job description will be combined with the Senior Center Aide and will move from Grade 2 to Grade 3.~~
 - ~~• Administrative Specialist I will move from Grade 8 to Grade 9.~~
 - ~~• Judicial Specialist I will move from Grade 9 to Grade 10.~~
 - ~~• Building Inspector I will move from Grade 14 to Grade 15.~~
 - ~~• Construction Inspector will move from Grade 14 to Grade 15.~~
 - ~~• Maintenance Worker III – Facilities will be funded.~~
- ~~These changes would be considered promotions and will not be backfilled.~~

Effective January 1, 2023

- ~~Maintenance Worker III – Water Distribution will be funded~~

~~This change would be considered a promotion and will not be backfilled.~~

~~Addendum 1 – Telework~~

~~Telework is an arrangement established to be mutually beneficial to the City and employees by ensuring the organization accomplishes its mission while also providing employees with the opportunity to telework. Telework is subject to Employer approval.~~

~~The parties agree to work on, through labor management, changes to the City of Bonney Lake Policies and Procedures regarding telework provisions and availability.~~

~~Changes to address:~~

- ~~Decision criteria~~
- ~~Availability expectations (including location)~~
- ~~Equipment~~
- ~~Response to emergencies~~
- ~~Timekeeping requirements~~
- ~~Telework Program Policies & Procedures~~
- ~~Language within the individual telework agreement~~

~~Addendum 2 – Mutual Respect and Dignity and City's Core Value System~~

~~Mutual Respect, Dignity, and City's Core Value System:~~

~~The City recognizes that mutual dignity and respect is part of the City's Core Value System and a labor management committee will be developed in order to address concerns raised. The structure of the committee will allow for the participation of staff, both represented and non-represented, to participate in meaningful ways.~~

~~The goal of the committee is to address values issues in a holistic and City wide approach. The committee will make recommendations to City leadership to include the Mayor and City Administrator which may include trainings, policies, and interventions.~~

~~Employees may request a meeting with the appropriate level of management to address individual dignity and respect concerns. Management will schedule a meeting to address the concerns, in a timely manner. The employee has the option of having a union representative attend the meeting to advocate on the employee's behalf. The management will investigate the concerns and report back to the employee with any conclusions.~~

~~Re-Opener: Position/Certification Requirements for Maintenance Worker Series Chart~~

~~The City and Union agree to a re-opener to discuss the Position/Certification Requirements for Maintenance Worker Series chart. The intent of this meeting is to discuss Maintenance Worker I to II certification requirements and realign required certifications to existing certification titles and availability. The meeting(s) shall begin no later than May 1, 2021 and end no later than June 30, 2021.~~

Code Enforcement Policy Revision/Multi-Departmental Committee

Code Enforcement: Prior to the implementation of the revised code enforcement policy 400.500 adopted October 2020 the following will occur:

The multi-departmental committee, including two staff designated by the union and the union staff representative (if available), will be tasked with considering topics including, but not limited to: position qualifications, duties and expectations, supervision and staff support, work load, work assignments, training and equipment. Within a reasonable timeframe the City will present the recommendations of this committee to include potential changes to the code enforcement policy 400.500 as adopted in October 2020 to a Labor/Management group. The parties agree to participate in good faith to come to agreement on code enforcement recommendations specifically focusing on skimming and staff safety issues. The revised policy will be presented to the Mayor or Mayor's designee for consideration and adoption. Both parties retain their applicable management rights and rights under RCW 41.56.

Appendix A: Master Pay Schedule - Job Titles/Salary Ranges

~~2024~~¹ AFSCME Salary Schedule

2024 AFSCME Salary Schedule

Employees shall receive a four and one half percent (4.5%) wage increase effective January 1, 2024, or ratification of this agreement, whichever is later.

2025 AFSCME Salary Schedule

Employees shall receive a four percent (4%) wage increase effective January 1, 2025.

2026 AFSCME Salary Schedule

Employees shall receive a three percent (3%) wage increase effective January 1, 2026.

2024 AFSCME Market Adjustment

One time, lump sum payment upon ratification by both Parties for all Employee classifications of five hundred dollars (\$500) per employee so long as the Union ratifies the tentative agreement by December 31, 2023.

For all classifications, a two and one half percent (2.5%) wage increase shall be made as a market adjustment effective January 1, 2024, or ratification of this agreement, whichever is later.

For classifications beyond five percent (5%) difference from the median, those classifications would receive a Grade adjustment consistent with the attached table.

Tables to be updated pending ratification.

~~Employees shall receive a 2.5% wage increase effective January 1, 2024¹ (retroactive if ratified by union by May 8, 2021; if not, no retroactivity), reflected as follows:~~

Position	Grade	Minimum Rate (Month)	Maximum Rate (Month)	Grade
Before/After School Site Director	1	\$2,523.05	\$3,279.97	1
	2	\$2,655.90	\$3,452.59	2
Senior Center Aide	3	\$2,795.54	\$3,634.31	3
	4	\$2,942.72	\$3,825.59	4
	5	\$3,097.67	\$4,026.93	5
	6	\$3,260.76	\$4,238.87	6
Senior Center Assistant	7	\$3,432.19	\$4,461.98	7
Custodian	8	\$3,612.88	\$4,696.81	8
Administrative Specialist I				
Meter Reader <u>I</u>	9	\$3,803.09	\$4,944.01	9
Accounting Specialist/Cashier	10	\$4,003.32	\$5,204.23	10

Administrative Specialist II Judicial Specialist I Senior Meter Reader				
<u>Meter Reader II</u> Maintenance Worker I	10A	\$4,003.32	\$5,288.07	10A
Accounting Specialist I Administrative Specialist III Judicial Specialist II Permit Technician I <u>Legal Specialist I**</u>	11	\$4,214.08	\$5,478.14	11
Accounting Specialist II Engineering Technician I Judicial Specialist III <u>Administrative Specialist III</u> <u>Permit Technician I</u> Mechanic I	12	\$4,435.60	\$5,766.46	12
Accounting Specialist III Permit Technician II <u>Legal Specialist II**</u> <u>Mechanic I</u> PC Network Specialist	13	\$4,669.08	\$6,069.91	13
Maintenance Worker II	13A	\$4,669.08	\$6,153.75	13A
GIS Assistant Mechanic II Engineering Technician II <u>Accounting Specialist III</u>	14	\$4,914.90	\$6,389.42	14
Assistant Planner Code Enforcement <u>Officer</u> Building Inspector I Construction Inspector Maintenance Worker III <u>Legal Specialist III**</u> <u>Accounting Specialist IV**</u> <u>PC Network Specialist</u> <u>Mechanic II</u>	15	\$5,173.64	\$6,725.70	15
Permit Coordinator	16	\$5,446.02	\$7,079.70	16
GIS Analyst	17	\$5,732.71	\$7,452.31	17
Crew Lead Maintenance Electrician	17A	\$5,732.71	\$7,536.15	17A
Assistant Engineer Associate Planner Plans Examiner /Senior Building Inspector	18	\$6,034.49	\$7,844.54	18
<u>Senior Planner</u> <u>Assistant Engineer</u>	19	\$6,335.78	\$8,236.77	19

**** Pending Continued Bargaining on those Classifications.**

2025~~2~~ AFSCME Salary Schedule

Employees shall receive a 2.5% wage increase, effective January 1, 2025~~2~~, reflected as follows:

Position	Grade	Minimum Rate (Month)	Maximum Rate (Month)	Grade
Before/After School Site Director	1	\$2,586.13	\$3,361.97	1
-	2	\$2,722.30	\$3,538.90	2
Senior Center Aide	3	\$2,865.43	\$3,725.17	3
-	4	\$3,016.29	\$3,921.23	4
-	5	\$3,175.11	\$4,127.60	5
-	6	\$3,342.28	\$4,344.84	6
Senior Center Assistant	7	\$3,518.00	\$4,573.53	7
Custodian	8	\$3,703.20	\$4,814.23	8
Administrative Specialist I	9	\$3,898.17	\$5,067.61	9
Accounting Specialist/Cashier				
Administrative Specialist II				
Judicial Specialist I				
Senior Meter Reader	10	\$4,103.40	\$5,334.33	10
Maintenance Worker I	10A	\$4,103.40	\$5,420.27	10A
Accounting Specialist I				
Administrative Specialist III				
Judicial Specialist II				
Permit Technician I	11	\$4,319.43	\$5,615.09	11
Accounting Specialist II				
Engineering Technician I				
Judicial Specialist III				
Mechanic I	12	\$4,546.49	\$5,910.62	12
Accounting Specialist III				
Permit Technician II				
PC Network Specialist	13	\$4,785.80	\$6,221.66	13
Maintenance Worker II	13A	\$4,785.80	\$6,307.60	13A
GIS Assistant				
Mechanic II				
Engineering Technician II	14	\$5,037.78	\$6,549.16	14
Assistant Planner				
/Code Enforcement Officer				
Building Inspector I				
Construction Inspector				
Maintenance Worker III	15	\$5,302.98	\$6,893.84	15
Permit Coordinator	16	\$5,582.17	\$7,256.69	16
GIS Analyst	17	\$5,876.03	\$7,638.62	17

Crew Lead				
Maintenance Electrician	17A	\$5,876.03	\$7,724.56	17A
Assistant Engineer				
Associate Planner				
Plans Examiner/Senior Building Inspector	18	\$6,185.35	\$8,040.65	18
Senior Planner	19	\$6,494.18	\$8,442.69	19

2026~~3~~ AFSCME Salary Schedule

Employees shall receive a 2.5% wage increase, effective January 1, 2026~~3~~, reflected as follows:

Position	Grade	Minimum Rate (Month)	Maximum Rate (Month)	Grade
Before/After School Site Director	1	\$2,650.78	\$3,446.02	1
-	2	\$2,790.36	\$3,627.38	2
Senior Center Aide	3	\$2,937.06	\$3,818.30	3
-	4	\$3,091.70	\$4,019.26	4
-	5	\$3,254.49	\$4,230.79	5
-	6	\$3,425.83	\$4,453.46	6
Senior Center Assistant	7	\$3,605.95	\$4,687.87	7
Custodian	8	\$3,795.78	\$4,934.58	8
Administrative Specialist I	9	\$3,995.62	\$5,194.30	9
Accounting Specialist/Cashier				
Administrative Specialist II				
Judicial Specialist I				
Senior Meter Reader	10	\$4,205.99	\$5,467.69	10
Maintenance Worker I	10A	\$4,205.99	\$5,555.78	10A
Accounting Specialist I				
Administrative Specialist III				
Judicial Specialist II				
Permit Technician I	11	\$4,427.42	\$5,755.47	11
Accounting Specialist II				
Engineering Technician I				
Judicial Specialist III				
Mechanic I	12	\$4,660.15	\$6,058.39	12
Accounting Specialist III				
Permit Technician II				
PC Network Specialist	13	\$4,905.45	\$6,377.20	13
Maintenance Worker II	13A	\$4,905.45	\$6,465.29	13A
Accounting Specialist IV				
GIS Assistant				
Mechanic II				
Engineering Technician II	14	\$5,163.72	\$6,712.88	14
Assistant Planner/				
Code Enforcement Officer				
Building Inspector I				
Construction Inspector				
Maintenance Worker III	15	\$5,435.56	\$7,066.19	15
Permit Coordinator	16	\$5,721.72	\$7,438.11	16

GIS Analyst	17	\$6,022.93	\$7,829.58	17
Crew Lead				
Maintenance Electrician	17A	\$6,022.93	\$7,917.67	17A
Assistant Engineer				
Associate Planner				
Plans Examiner/Senior Building Inspector	18	\$6,339.99	\$8,241.67	18
Senior Planner	19	\$6,656.53	\$8,653.76	19

APPENDIX B [37.095](#)
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2 WASHINGTON
(REPRESENTING THE PUBLIC WORKS & GENERAL GOVERNMENT EMPLOYEES)

(JANUARY 1, 2021 THROUGH DECEMBER 31, 2023)

THIS APPENDIX is supplemental to the Agreement by and between the CITY OF BONNEY LAKE, WASHINGTON ("Employer") and WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2 WASHINGTON, affiliated with the AFL-CIO ("Union").

VACATION — Each regular employee hired, prior to May 1, 2004 shall accrue the following amount of vacation leave during continuous service with the City as follows (a day shall be equal to eight (8) hours):

1st year	12 days
2nd year	13 days
3rd year	14 days
4th year	15 days
5th year	16 days
6th year	17 days
7th year	18 days
8th year	19 days
9th year	20 days
10th year	21 days
11th year	22 days
15th year	25 days

Estimated 2024 Salary AFSMCE Salary Grade Matrix

Position	Grade	Proposed 2024 Minimum (w/2.5% adjustment & 4.5% COLA) MONTHLY	Proposed 2024 Maximum (w/2.5% adjustment & 4.5% COLA) MONTHLY
	1	2,836.33	3,687.24
	2	2,985.69	3,881.30
Senior Center Aide	3	3,142.65	4,085.58
	4	3,308.12	4,298.47
	5	3,482.67	4,526.95
Senior Services Assistant	6	3,665.64	5,016.02
Custodian	8	4,061.48	5,280.00
Administrative Specialist 1 Meter Reader I	9	4,275.31	5,557.90
Accounting Specialist-Cashier Judicial Specialist I	10	4,500.41	5,850.43
Meter Reader II Maintenance Worker I	10a	4,500.41	5,944.68
Accounting Specialist I Admin Specialist II Judicial Specialist II Legal Specialist I	11	4,737.34	6,158.35
Accounting Specialist II Engineering Tech I Admin Specialist III Permit Technician I	12	4,986.36	6,482.48
Judicial Specialist III Permit Technican II Mechanic I Legal Specialist II**	13	5,248.83	6,823.60
Maintenance Worker II	13A	5,248.83	6,917.86
Engineering Tech II Accounting Specialist III GIS Assistant	14	5,525.18	7,182.78
Assistant Planner Code Enforcement Officer Building Inspector I Construction Inspector Accounting Specialist IV** Legal Specialist III** PC Network Specialist Mechanic II Maintenance Worker III	15	5,816.05	7,560.82
Permit Coordinator	16	6,122.24	7,958.78
GIS Analyst	17	6,444.54	8,377.65
Crew Lead Maintenance Electrician	17a	6,444.54	8,471.91
Associate Planner Sr Bldg Inspector	18	6,783.79	8,818.59
Senior Planner Assistant Engineer	19	7,122.49	9,259.52

**** Pending Continued Bargaining on those Classifications**

1/3/2024

Estimated 2025 Salary AFSMCE Salary Grade Matrix

Position	Grade	Proposed 2025 Minimum (w/ 4.0% COLA) MONTHLY	Proposed 2025 Maximum (w/4.0% COLA) MONTHLY
	1	2,949.79	3,834.73
	2	3,105.11	4,036.55
Senior Center Aide	3	3,268.36	4,249.00
	4	3,440.44	4,470.41
	5	3,621.97	4,708.02
Senior Services Assistant	6	3,812.26	5,216.66
Custodian	8	4,223.94	5,491.20
Administrative Specialist 1 Meter Reader I	9	4,446.33	5,780.22
Accounting Specialist-Cashier Judicial Specialist I	10	4,680.43	6,084.45
Meter Reader II Maintenance Worker I	10a	4,680.43	6,182.47
Accounting Specialist I Admin Specialist II Judicial Specialist II Legal Specialist I	11	4,926.83	6,404.69
Accounting Specialist II Engineering Tech I Admin Specialist III Permit Technician I	12	5,185.81	6,741.78
Judicial Specialist III Permit Technican II Mechanic I Legal Specialist II**	13	5,458.78	7,096.55
Maintenance Worker II	13A	5,458.78	7,194.57
Engineering Tech II			
Accounting Specialist III GIS Assistant	14	5,746.19	7,470.09
Assistant Planner Code Enforcement Officer Building Inspector I Construction Inspector Accounting Specialist IV** Legal Specialist III** PC Network Specialist Mechanic II Maintenance Worker III	15	6,048.69	7,863.26
Permit Coordinator	16	6,367.13	8,277.13
GIS Analyst	17	6,702.32	8,712.76
Crew Lead Maintenance Electrician	17a	6,702.32	8,810.78
Associate Planner Sr Bldg Inspector	18	7,055.14	9,171.33
Senior Planner Assistant Engineer	19	7,407.39	9,629.90

**** Pending Continued Bargaining on those Classifications**

1/3/2024

Estimated 2026 Salary AFSMCE Salary Grade Matrix

Position	Grade	Proposed 2026 Minimum (w/ 3.0% COLA) MONTHLY	Proposed 2026 Maximum (w/3.0% COLA) MONTHLY
	1	3,038.28	3,949.77
	2	3,198.27	4,157.64
Senior Center Aide	3	3,366.41	4,376.47
	4	3,543.66	4,604.52
	5	3,730.63	4,849.26
Senior Services Assistant	6	3,926.63	5,373.16
Custodian	8	4,350.66	5,655.94
Administrative Specialist 1 Meter Reader I	9	4,579.72	5,953.62
Accounting Specialist-Cashier Judicial Specialist I	10	4,820.84	6,266.98
Meter Reader II Maintenance Worker I	10a	4,820.84	6,367.95
Accounting Specialist I Admin Specialist II Judicial Specialist II Legal Specialist I	11	5,074.64	6,596.83
Accounting Specialist II Engineering Tech I Admin Specialist III Permit Technician I	12	5,341.39	6,944.03
Judicial Specialist III Permit Technican II Mechanic I Legal Specialist II**	13	5,622.55	7,309.44
Maintenance Worker II	13A	5,622.55	7,410.41
Engineering Tech II			
Accounting Specialist III GIS Assistant	14	5,918.57	7,694.20
Assistant Planner Code Enforcement Officer Building Inspector I Construction Inspector Accounting Specialist IV** Legal Specialist III** PC Network Specialist Mechanic II Maintenance Worker III	15	6,230.15	8,099.15
Permit Coordinator	16	6,558.14	8,525.44
GIS Analyst	17	6,903.39	8,974.14
Crew Lead Maintenance Electrician	17a	6,903.39	9,075.11
Associate Planner Sr Bldg Inspector	18	7,266.80	9,446.47
Senior Planner Assistant Engineer	19	7,629.61	9,918.80

**** Pending Continued Bargaining on those Classifications**

1/3/2024