

# **A G R E E M E N T**

**BY AND BETWEEN**

**CITY OF BAINBRIDGE ISLAND**

**AND**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO, DISTRICT LODGE NO. 160, LOCAL LODGE 282**

**JANUARY 1, 2023 THROUGH DECEMBER 31, 2025**



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BY AND BETWEEN  
CITY OF BAINBRIDGE ISLAND  
AND  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
DISTRICT LODGE 160

**PREAMBLE .....**

This Agreement is between the CITY OF BAINBRIDGE ISLAND, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. 160, Local Lodge 282 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

**ARTICLE 1 .....RECOGNITION AND BARGAINING UNIT**

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications in Exhibit A to this Agreement as certified by the Public Employment Relations Commission Case No. 8043-E-89-1361, December 17, 1990, excluding elected officials, officials appointed for a fixed term, confidential employees, supervisors and all other employees.

**ARTICLE 2 .....MANAGEMENT RIGHTS**

2.1 DIRECTION OF WORKFORCE — The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types, in accordance with this Agreement. The direction of its work force is vested exclusively in the Employer. This shall include, but is not limited to, the rights to (a) direct employees, (b) hire, promote, transfer, reclassify, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) relieve employees from duty because of lack of work or other legitimate reasons; (e) maintain the efficiency of the operation entrusted to the City; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (g) shall not conflict with City ordinances, personnel rules and the terms of this Agreement.

2.2 EMPLOYER RULES AND REGULATIONS — The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.

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- 2.3 APPLICATION OF RULES — Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.
  - 2.4 JUDICIAL INDEPENDENCE - The exercise of the foregoing rights and authority, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the exercise of managerial judgment and discretion in connection therewith shall be consistent with the General Rule 29 of the Washington State Court Rules ("GR 29").

**ARTICLE 3 .....UNION SECURITY**

- 3.1 PAYROLL DEDUCTION FOR UNION DUES — The Employer shall deduct monthly dues required of the employees in the Bargaining Unit who voluntarily execute a wage assignment authorization form. The Employer will deposit such dues and shop Agency Fee with Aerospace Industrial District Lodge 160, 9135 - 15th Place South, Seattle, Washington 98108-5190. Upon issuance and transmission of such dues and initiation fees to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. Employees who choose not to be members of the Union must notify the Union of this desire via email at dues@iam160.com. After the Employer receives confirmation from the Union that the employee has revoked authorization for dues deductions, the Employer shall end the deduction no later than the second payroll after receipt of the confirmation.
- 3.2 NEW EMPLOYEES — The Employer will notify the Chief Steward of all new hires involving Bargaining Unit positions within fourteen calendar (14) days of hire.
- 3.3 NEW EMPLOYEE ORIENTATION - All newly hired employees shall be introduced to the Chief Steward or designee who will be allowed thirty (30) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation.

**ARTICLE 4 .....GRIEVANCE PROCEDURE**

- 4.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined and good faith effort shall be made by Union and City representatives to settle any differences at the lowest possible level of the grievance procedure. The parties further recognize the benefit of attempting to resolve non-grievance disputes by meeting and conferring in good faith.
- 4.2 A grievance shall be defined as an alleged violation of the explicit terms and conditions of this Collective Bargaining Agreement. Grievances shall be processed in strict accordance with the following procedures and stated time limits.
- 4.3 In the grievance procedure, the aggrieved employee shall have the right to represent themselves or to be represented by a Union representative. The Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure.
- 4.4 In the event the aggrieved party is an individual employee, the grievance

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procedure shall begin with Step 1.

- 4.5 A grievance may be initiated by the Union. In the event the Union is the aggrieved party, the procedure shall begin with Step 2.
- 4.6 A grievance may be advanced to any step in the grievance process by mutual written agreement of the parties.
- 4.7 In the event that a particular matter may be grieved under this Article or appealed to the Bainbridge Island Civil Service Commission under its Civil Service Rules, then the Union and the employee may file a grievance or file an appeal with the Commission -- the Union and the employee may not exercise both approaches.

#### STEPS IN GRIEVANCE PROCEDURE

- 4.8 **STEP 1: ORAL DISCUSSION** — The aggrieved employee and/or the employee's Union representative shall meet with the aggrieved employee's immediate supervisor within fourteen (14) calendar days of the occurrence of the alleged grievance to attempt to resolve the difference at that level. The employee and/or the employee's Union representative shall state clearly to the supervisor that the discussion is considered to be Step 1 of the grievance process.
- 4.9 **STEP 2** — In the event the grievance is not settled in Step 1, or in the event the Union is the aggrieved party, the grievant or the Union representative of the grievant shall, within thirty (30) calendar days of the occurrence of the alleged grievance, prepare a written grievance document which shall include the following:
  - 4.9.1 Statement of the grievance and relevant facts, including:
    - (1) Full name(s) of grievant(s);
    - (2) Description of the event giving rise to the grievance;
    - (3) Date and time (if appropriate) of event giving rise to the grievance;
    - (4) Names of employees involved in the event;
    - (5) Names of any and all witnesses, if known at time of filing;
    - (6) Specific provisions(s) of the Agreement violated; and
    - (7) Remedy sought.
  - 4.9.2 The written grievance shall be filed with the Department Director or designee. The Director or designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. The period during which the Director or designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.
  - 4.9.2.1 For Court employees, a Step 2 grievance shall be submitted to the Court Administrator. The Court Administrator will confer in writing with the Human Resources Manager and respond to the grievance.
  - 4.9.3 **STEP 3** - If the Union is dissatisfied with the Step 2 decision, the Union may file the written grievance with and request review by the City Manager or designee. Such request shall be filed with the City Manager or designee within twenty-one (21) calendar days of the Union's receipt of the Step 2 decision. The City Manager or designee shall conduct an investigation and shall notify the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the City Manager is not available to receive a written grievance, and the City Manager's designee has not been appointed, then such grievance shall be filed upon the

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City Manager's earliest availability. The period during which the City Manager or designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.

4.9.3.1 For Court employees, a Step 3 grievance shall be submitted to the Presiding Judge. If the grievance involves subject matter delegated to the Court under GR 29, the Presiding Judge will respond to the grievance and the Judge's response will be considered the final Step 3 response. If the grievance does not involve subject matter delegated to the Court under GR 29(f), or if the Presiding Judge prefers to delegate the grievance to City management, the Presiding Judge will forward the grievance to the City Manager for a Step 3 response.

4.10 STEP 4 — ARBITRATION —

4.10.1 If the Union is dissatisfied with the Step 3 decision, the Union may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The Union shall initiate the arbitration process by delivering to the City Manager or Presiding Judge written notice of the party's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.

4.11 SELECTION OF AN ARBITRATOR — Within fourteen (14) calendar days from the date of receipt of the arbitration request, the parties shall confer for the purpose of selecting an arbitrator.

4.12 If agreement cannot be reached on the selection of the arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a list of (9) impartial persons qualified to act as arbitrators. Each person on the list must be a current member of the National Academy of Arbitrators and reside in the State of Washington or Oregon. The parties shall confer within fourteen (14) calendar days after the receipt of such list. If the parties cannot mutually agree on one of the listed arbitrators, the parties will each strike one arbitrator's name from the list of seven and shall then repeat this procedure until there is only one name remaining. That person shall be the duly selected arbitrator. The party to strike the first name from the list shall be determined by a coin flip.

4.13 The parties shall request that the arbitrator's decision shall be made in writing.

4.14 The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.

4.15 The decision of the arbitrator shall be final and binding upon the City, the Union and the employees involved.

4.16 The fees, expenses and all other costs of the arbitrator shall be shared equally by the parties. Regardless of the outcome, each party shall bear the cost of presenting its own case, including but not limited to attorney's fees and expenses.

4.17 Any time limits stipulated in the grievance procedure shall be strictly adhered to unless extended by mutual agreement.

4.18 In the event the City has not responded to the grievance within the specified time limitation of any step in the procedure in this Article, the grievance may be moved to the next step in the procedure.

4.19 In the event the grievant or Union does not advance the grievance within the specified time frames, the grievance shall be deemed withdrawn.

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**ARTICLE 5 .....RIGHTS OF THE UNION**

- 5.1 The Business Representative of the Union and/or Chief Steward and/or Shop Steward shall be allowed reasonable access to all facilities of the City wherein the employees covered under this contract may be working for the purposes of investigating grievances, provided such representative or steward does not interfere with the normal work processes.
- 5.1.1 No Union member or officer shall conduct any Union business on City time and no Union meetings shall be on City time, except as provided in section 5.1.2.
- 5.1.2 After notifying and receiving permission from the City Manager or designee, which permission shall not be unreasonably withheld, the Chief Steward of the Union or designated stewards may make reasonable use of City time in order to investigate and process grievances, meet with City officials and carry out the business of the Union. In the case of meetings with City officials that are scheduled by the City or for the purpose of contract negotiations, the Chief Steward or designated stewards are not required to provide advance notice to or receive permission from the City Manager or designee, but they must provide advance notice to their immediate supervisor.
- 5.1.3 Normally, Union contact with employees shall occur during the employees' breaks and/or lunch periods, provided there is no suspension of work or interference with the operations of the City.
- 5.1.4 Union members may conduct Union business on City property provided such use conforms to the terms of this Agreement and does not violate any City policies regarding the use of public facilities.
- 5.2 Employees shall not be discharged or unlawfully discriminated against for protected Union activity so long as these activities do not interfere with normal work processes of the Employer.
- 5.3 UNION BULLETIN BOARDS — The Employer shall provide suitable non-public space for the Bargaining Unit to use a bulletin board in each City building staffed by Bargaining Unit employees. Postings by the Bargaining Unit on such boards shall be confined to official business of the Union.
- 5.4 UNION USE OF E-MAIL AND OFFICE EQUIPMENT— E-mail may be used to expedite scheduling representation for discipline issues and for notification of a Union meeting. The Union's use of the Employer's e-mail system shall be limited to only that use specifically authorized by the Employer and all such use shall not interfere with the normal work process and operations of the Employer or employees. Use of other office equipment, including copiers, telephones, and computers, will be consistent with City policy for non-work personal use. The communications and the use of the City's equipment must be brief in frequency. In no circumstance shall use of the City's equipment interfere with City operations or result in additional expense to the City. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.
- 5.5 UNION SPONSORED TRAINING – Union Stewards may request leave without pay to attend Union sponsored training for up to a combined total of two weeks per year for all Union employees. The Union shall submit to Human Resources and the affected Department as far in advance as possible, but at least two (2) weeks in advance, the names of those stewards requesting leave for Union training. Leave requests shall not be unreasonably denied for arbitrary or capricious reasons. When responding to such requests, the Employer will take into consideration operational needs.

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**ARTICLE 6 .....NONDISCRIMINATION**

6.1 It is mutually agreed that there shall be no unlawful discrimination because of lawful Union activity, race, creed, color, religion, sex, age, marital status, national origin, sexual orientation, or physical, mental or sensory disability that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Grievances under this Article shall not be subject to Step Three of the grievance procedure (arbitration), but may be pursued in a Court of Law.

**ARTICLE 7 .....STRIKES OR LOCKOUTS**

7.1 During the term of this Agreement, neither the Union nor any employee shall cause, engage in, sanction, encourage, direct, request, or assist in a slow-down, work stoppage, interruption of work, strike of any kind, including a sympathy strike, against the Employer. The Union and its representatives will undertake every reasonable measure to prevent and/or terminate all such strikes, slow-downs, or stoppage of work. The Employer may discipline or discharge any employee who violates this Article. This remedy shall not be exclusive of any other remedy available to the Employer. The sole question which may be processed through the grievance and arbitration procedure in the event of discipline or discharge for violation of this Article is whether in fact the employee did violate this Article. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees. Both the employee and Employer shall comply with state law as prescribed by the Revised Code of Washington 41.56.120 and 41.56.490 as currently enacted or as hereafter amended.

**ARTICLE 8 .....SAFETY AND HEALTH**

8.1 MUTUAL OBJECTIVE — It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.

8.2 SAFETY COMMITTEE — The Safety Committee shall consist of a minimum of four (4) employees, with equal representation from management and labor. The chair of this committee shall be rotated between the Employer and the Union once every year. The Safety Committee shall meet a minimum of once every calendar quarter. The Safety Committee meetings shall be conducted on Employer's paid time and shall not exceed four (4) hours per employee per calendar quarter.

8.2.1 The duties of the Safety Committee shall be to advise on matters relating to employee safety as set forth in the State's Division of Occupational Safety and Health (DOSH) laws, review applicable DOSH laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the City Manager's office and to the Union Representative. Available members of the Safety Committee, including at least one (1) designee of the Union shall be invited to accompany DOSH authorities on any walk-around inspections.



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8.3 SAFETY EQUIPMENT — The Employer shall furnish properly-fitting safety devices for all employees as prescribed by DOSH standards. It shall be mandatory that all employees use such devices, and an employee’s violation of this requirement may be just cause for disciplinary action.

**ARTICLE 9 .....LABOR MANAGEMENT COMMITTEE**

9.1 LABOR MANAGEMENT — The Employer and the Union agree that a need exists for close cooperation between labor and management, and further, from time-to-time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than four (4) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than four (4) certain representatives of the Employer named for that purpose. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties. Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Memorandum of Understanding, signed by authorized Employer and Union representatives and added as an addendum to the executed Agreement, with sequential numbering for subsequent Memoranda of Understanding.

**ARTICLE 10 .....EMPLOYEE PROBATION**

- 10.1 PROBATION (FULL TIME) — Regular full time employees shall serve a probation period of (6) six months and shall have no seniority rights during that period. After six (6) months an employee's seniority date shall become the date on which the employee started the probation period. Management shall meet with the employee after three (3) months to discuss the employee’s performance. If areas of improvement are identified, they shall be documented in writing. The Employer may extend the probationary period by an additional three (3) months for a total of nine (9) months by providing written notice to the employee and the Union explaining the reason. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 10.2 PROBATION (PART TIME)- Regular part time employees shall serve a probation period of twelve (12) months and shall have no seniority rights during that period. After twelve (12) months, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.
- 10.3 PROMOTION PROBATION — The probation period for an employee who has been promoted to a new classification shall be three (3) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not grieve the Employer’s decision to return the employee to his/her previous position.

**ARTICLE 11 .....SENIORITY**

11.1 DEFINITIONS — Seniority shall be defined as the length of continuous service with the Employer, including the employee's satisfactorily completed probationary

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- period. Seniority shall not be affected by an approved leave of absence.
- 11.2 SENIORITY LIST — The Employer shall strive to maintain a seniority list which shall be brought up to date when changes occur in the Bargaining Unit. The order of seniority shall be based on the hire or rehire date of employment, whichever is later.
- 11.3 VACANCIES AND PROMOTIONS — The Employer's intent is to encourage employees to apply for promotional opportunities. As job openings occur, notices shall be distributed through the use of internal e-mail. The final decision shall be posted immediately following selection. Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies and promotions. Seniority within classification shall apply when bona fide occupational qualifications are equal. An employee who meets the minimum qualifications and applies for a position in the bargaining unit shall be included in the pool of applicants through the initial interview.
- 11.4 LAYOFFS— Layoffs due to work force reductions shall be determined strictly by the order of seniority with the employee with the least seniority within classification affected first. Employees who have previously held other classifications shall have the right to return to such classifications if the Employee is still qualified for the position and their overall seniority is greater than other employees who are currently in said classification.
- 11.5 RECLASSIFICATION - Reclassification occurs when the Employer changes an employee's job classification based on the results of an Employer review which indicates that more than 50% of the job duties have changed since initial classification. In the event of a reclassification, the employee shall carry seniority from his/her currently held classification to the new classification. The Employer will select which classifications to review. Results of the review and implementation shall be discussed with the Union prior to implementation. The outcomes for different employees working in the same classification will depend on the results of the review.
- 11.6 RECALL — Laid off or reclassified employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid off or reclassified employee with one (1) year of service but less than three (3) years of service, who is not recalled within one (1) year, shall lose recall rights. A laid off or reclassified employee with three (3) or more years of service, who is not recalled within two (2) years, shall lose recall rights.
- 11.6.1 When an employee is on layoff and a job opening occurs within the City, the laid off employee, if qualified for minimum job requirements, shall have the opportunity to compete for such job.
- 11.7 LOSS OF SENIORITY RIGHTS — An employee shall lose seniority rights for any of the following reasons:
- (a) voluntary resignation;
  - (b) discharge for just cause;
  - (c) failure to report for work within two (2) weeks after receipt of notice of recall from layoff unless mutually extended by the Employer and the employee;
  - (d) exceeding a leave of absence (unless excused in writing or due to extenuating circumstances)
  - (e) giving a false reason for obtaining a leave of absence;
  - (f) accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Union;
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(g) Expiration of employee's recall rights.

**ARTICLE 12 .....EMPLOYEE CLASSIFICATIONS**

- 12.1 FULL-TIME REGULAR EMPLOYEES — “Full-time employee” means any position in which the employee regularly works forty (40) hours per week.
- 12.2 PART-TIME REGULAR EMPLOYEES — “Part-time regular employee” means a position in which the employee regularly works at least twenty (20) but less than forty (40) hours per week. Part-time regular employees are eligible for life insurance and employee assistance program benefits. Part-time regular employees shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees are eligible for medical, dental, vision, and long term disability benefits on a pro rata basis. No full time employee shall be displaced by the use of part time regular employees, except by mutual consent of the Employer and the Union.
- 12.3 UNREPRESENTED TEMPORARY EMPLOYEES — Temporary employees are not part of the bargaining unit.
- 12.3.1 PART-TIME NON-REGULAR EMPLOYEES (TEMPORARY) — Temporary part-time non-regular employees may work less than twenty (20) hours per week, occasionally may work more than twenty (20) hours per week, or up to forty (40) hours per week on a seasonal basis, not to exceed eight hundred (800) hours in a calendar year. No full-time employee or regular part-time employee shall be displaced by the use of temporary part-time non-regular employees. Extensions may be granted by mutual agreement.
- 12.3.2 INTERNS — Interns must be actively pursuing a course of study related to the job classification for which they are employed. Employment shall be limited to eight hundred (800) hours per intern, per year. Interns shall not receive benefits or accrue seniority. Interns applying for regular City employment shall not be considered as City employees.
- 12.4 SUPERVISORY PERSONNEL — Supervisors shall be allowed to perform departmental Bargaining Unit work. Supervisors shall not permanently replace Bargaining Unit employees.
- 12.5 NEW CLASSIFICATIONS — Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will discuss them with the Union and attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate. The implemented wage rate may be subject to the grievance procedure.

**ARTICLE 13 .....WAGES AND COMPENSATION**

- 13.1 WAGES AND COMPENSATION.
- 13.1.1 The wages shall be in accordance with attached and incorporated Exhibit A, which reflects an increase in the base rate of pay of 6%. If the parties reach a Tentative Agreement by April 28, 2023, Exhibit A shall be retroactive to January 1, 2023. If not, Exhibit A shall be effective the first day of the first pay period after this Agreement is ratified by both parties. If the parties reach a Tentative Agreement by April 28, 2023, retroactive wages will be paid to employees who are on the payroll at the time of payment.
- 13.1.2 Effective January 1, 2024, the base rate of pay in effect on December 31, 2023

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for current employees shall be increased by five percent (5%).

- 13.1.3 Effective January 1, 2025, the base rate of pay in effect on December 31, 2024 for current employees shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue, All Items, CPI-U, from June 2023-June 2024 as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall be not less than two percent (2%) nor more than four percent (4%).

The City agrees to conduct a benchmark compensation wage study in 2025 for use by the parties for informational purposes in negotiating the 2026 agreement. The parties will meet and mutually agree regarding the benchmark positions and comparables.

- 13.1.4 Employees shall receive one (1) year step increases on January 1 each year, until they reach the top step. Step advancement shall be based on satisfactory performance.

- 13.2 PROMOTIONS — Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than five (5) percent above the previous rate of pay that the employee received in the classification from which the employee was promoted.

- 13.3 OVERTIME — All authorized time worked in excess of an employee's regular shift in a day or forty (40) hours in any work period shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay. Sick leave shall not apply as time worked for the purpose of earning overtime in a given day. In so far as practical, overtime assignments will be distributed equitably to those employees who are qualified. Daily overtime will not be paid when an employee's regular shift is modified at the employee's request or when the employee's regular shift is modified by the Employer pursuant to Article 14.1.3.

- 13.4 COMPENSATORY TIME — All full-time employees may receive compensatory time at one-and one-half (1½) times all overtime hours worked, subject to the approval of the Employer, and 29 CFR Part 553 of the Fair Labor Standards Act. The maximum compensatory time that an employee may accrue is one hundred twenty (120) hours. Employees may request in writing payoff of accrued comp time or any portion thereof in increments of at least eight (8) hours.

- 13.5 CALLBACK — Employees who have left the premises and are called back to work outside their normally scheduled shift shall receive not less than three (3) hours' pay at one-and one-half (1½) times the employee's straight time hourly rate of pay for each callback. Callbacks that are the result of employee negligence shall not be compensated in accordance with this section. Should the employee complete their assigned callback duties prior to the completion of the three (3) hour minimum, the Employer may require the employee to take on additional assignments for the remainder of the callback period. Call backs shall not pyramid.

- 13.5.1 Subject to the triggering mechanism of the callback provisions of Section 13.5, whenever additional duties are scheduled after normal work hours, all hours worked between the end of shift and the beginning of the next shift shall be paid at the rate of one-and-one-half (1½) times the employee's straight time hourly rate of pay.

- 13.5.2 Employees who are required to work remotely outside their normally scheduled shift (such as by telephone) shall receive no less than fifteen (15) minutes pay at one and one-half (1½) times the employee's straight time hourly rate of pay.

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- 13.6 STANDBY-BY — Employees will earn compensatory time when assigned stand-by duties as set forth below, up to a maximum of one hundred and sixty (160) stand-by compensatory hours. Employees on stand-by shall report to work as soon as possible and no later than one (1) hour from the time a call is made.
  - 13.6.1 NON-EMERGENCY STAND-BY — Any employee who is required to be on stand-by outside of their normal shift shall receive one (1) hour compensatory time for each work day of stand-by, and shall be allowed to take an available City vehicle home to use for callout. Should the employee be assigned to seven (7) straight stand-by days, they shall receive one (1) additional hour off, for a total of eight (8) hours. If other employees are assigned to emergency stand-by on the same day, the employee on non-emergency stand-by will receive two (2) hours of compensatory time, instead of one (1) hours of compensatory time, for that day.
  - 13.6.2 EMERGENCY STAND-BY – Any employee who is required to be on stand-by outside of their normal shift, with less than forty-eight (48) hours’ advance notice, shall receive two (2) hours of compensatory time for each work day of stand-by. If the Employer cancels an employee’s emergency stand-by, the employee shall still receive two (2) hours of compensatory time for each work day of emergency stand-by cancelled.
  - 13.7 DEFERRED COMPENSATION –Regular employees are eligible to receive contributions from the Employer into a deferred compensation (457) plan. The Employer contributions are a one-to-one match of up to one hundred dollars (\$100) per month. Employees are responsible for following the plan’s procedural requirements and IRS contribution limits. Effective the first pay period after ratification of this Agreement by both parties, the Employer match shall increase to \$200 per month.

**ARTICLE 14.....HOURS OF WORK**

- 14.1 HOURS OF WORK — The normal work week for full-time employees, excluding parking enforcement, shall consist of five (5) work days of eight (8) hours each, Monday through Friday, and the workday shall normally commence between 6:30 am and 8:30 am. A work day begins at 12 am and terminates at 11:59 pm. The Employer and employee may mutually agree in writing to some other work schedule.
- 14.1.1 HOURS OF WORK: PARKING ENFORCEMENT — The normal work week for parking enforcement shall consist of either five (5) work days of eight (8) hours each, or four (4) work days of ten (10) hours each, Sunday through Saturday, and the workday shall normally commence between 5 am and 11 am.
- 14.1.2 PART-TIME SCHEDULES – The Employer will determine the schedule for part-time employees based on the requirements of the position. Part-time employees work non-standard, part-time schedules whereby their regular work schedules vary from day to day and week to week. Overtime is paid at one and one-half times the employee’s regular straight time hourly rate of pay for hours worked in excess of the employee’s scheduled hours that work week.
- 14.1.3 CHANGES IN NORMAL WORK SCHEDULES - Any change in normal work schedules shall be communicated in writing to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency or at the employee’s request.

If a change in normal work schedule is made less than ten (10) calendar days prior to the effective date of the change, the employee shall be paid at the rate of one-and-one-half (1½) times the employee’s straight time hourly rate of pay

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for all hours worked between regularly scheduled shifts, unless the change to the employee's schedule is at the employee's request.

14.1.4 All work hours shall be reported in no less than fifteen (15) minute increments.

14.2 MEAL & REST PERIODS — The parties agree to meal and rest periods for employees that vary from and supersede WAC 296-126-092.

a) Meal Periods. Employees who work a shift longer than five (5) hours shall receive an unpaid one-half (½) hour meal period. The meal period will be scheduled at a time mutually agreeable to the employee and the employee's supervisor.

b) Rest Periods. Employees will receive one paid fifteen (15) minute rest period for each one-half shift that is four or more hours in duration. Where the nature of the employee's work allows the employee to take intermittent rest period equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required.

An employee who does not receive a meal or rest period should notify a supervisor. Meal and rest periods may not be used for late arrival or early departure from work except with prior approval of the employee's supervisor.

14.2.1 All job classifications at the Public Works Operations and Maintenance facility and Municipal Court will combine their two (2) fifteen (15) minute rest periods with their one-half (½) hour unpaid lunch period for a one (1) hour lunch period each day. The first one-half (½) hour will be designated as their unpaid lunch period, and the second one-half (½) hour as their two (2) paid rest periods. The two (2) paid rest periods are considered time worked for purposes of calculating leave requests of less than eight (8) hours.

14.2.1.1 The combined meal and rest break will be scheduled within one and one-half (1½) hours of the mid-point of the scheduled work shift for Public Works Operations and Maintenance and Municipal Court employees. It is recognized that occasionally, due to the requirements and nature of the work performed by these employees, that the employee or employee group will be unable to take the meal period at the scheduled time. In such cases, the meal period will be taken when mutually convenient for the employee(s) and Employer. If this is not possible, the employee(s) may, with supervisory approval:

a) Choose to forego the unpaid meal period and be credited with thirty (30) minutes of overtime by completing the balance of their scheduled shift; or

b) End the work shift one-half (1/2) hour early by foregoing the unpaid meal period and counting this time as time worked towards the employee's regularly scheduled hours of work and receive no overtime; or

c) End the work shift one-half (1/2) hour early by foregoing the unpaid meal period and be credited with thirty (30) minutes of overtime by completing the balance of the scheduled shift with one-half (1/2) hour of positive leave pay (vacation, compensatory time or stand-by).

14.2.2 All other employees who work a shift that is at least eight (8) hours shall have the option to request that their two (2) fifteen (15) minute rest periods be combined with their one-half (½) hour unpaid lunch period for a one (1) hour lunch period each day. The first one-half (½) hour will be designated as their unpaid lunch period, and the second one-half (½) hour as their two (2) paid rest periods.

14.2.2.1 Any such request to combine rest periods with the meal period shall be made in writing to the employee's immediate supervisor. The supervisor shall have the

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discretion to deny such request if he/she determines that, due to business necessity, the rest periods and meal period should not be combined. The supervisor's approval or denial of such request shall be in writing.

- 14.2.2.2 The purpose of combining the rest periods and meal period is to provide a one (1) hour lunch period, and not for the purpose of allowing the employee to leave early or come in late.
- 14.3 EARLY RELEASE — If early release is imposed, the employee will be paid for the balance of the shift. When employees are not sent home, but are allowed to leave early, or not report to work, the employee may use vacation, compensatory time, or leave without pay.
- 14.4 EMERGENCY CLOSURE — Should the Employer elect to close its offices due to an emergency, the Employer shall pay lost wages to the employees not allowed to work to a maximum of forty (40) hours per year, not compounding. Essential employees who are required by the Employer to work during such emergencies shall be given up one hour of compensatory time for every hour worked during such closures, up to a maximum of eight (8) hours per shift and forty (40) hours per year. Employees who are on scheduled leave must use their vacation or compensatory time. Employees who leave work prior to the City's declaration of closure will use vacation, compensatory leave, personal leave or leave without pay for the remainder of their shift. The Employer has the discretion to waive the forty (40) hour maximum.

**ARTICLE 15 .....HOLIDAYS**

- 15.1 NUMBER OF PAID HOLIDAYS — All full-time regular employees shall be entitled to compensation at their regular rate of pay for thirteen (13) holidays per year as listed below. The holidays herein referred to shall be as follows:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - President's Day
  - Memorial Day
  - Juneteenth
  - Fourth of July
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Native American Heritage Day
  - Christmas Eve
  - Christmas Day
  - One Floating Holiday
- 15.2 DATES OF HOLIDAYS — Dates of the above legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The floating holiday shall be chosen by mutual agreement by the employee and the Employer. The floating holiday may not be carried over to the new calendar year.
- 15.3 ELIGIBILITY — New employees shall be eligible for all holidays except the floating holiday. New employees shall become eligible for the floating holiday after successful completion of probation.
- 15.3.1 In order to be eligible for a holiday an employee must be in a paid status on the regular workday immediately preceding and immediately following the scheduled holiday.
- 15.4 WORKED HOLIDAY — If a full-time or part-time regular employee is required to work four (4) hours or more on any holiday, the employee shall then be given an additional "floating holiday" which may be converted to compensatory time. In addition, all time worked on the regular holidays shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay.

15.4.1 If a Public Works Operations and Maintenance employee is required by the Employer to work four (4) hours or more on an actual holiday that is different from the designated holiday (e.g., Fourth of July occurs on a Saturday), the employee shall be given an additional "floating holiday" which may be converted to compensatory time. In addition, all time worked on the actual holiday shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay.

**ARTICLE 16.....VACATION**

16.1 VACATION — All full-time regular employees shall be entitled to the following vacation time with pay during the indicated period of continuous service.

Years of Service	Hours Per Year
0-4	110
5-9	132
10-14	156
15-19	180
20-24	192
25+	204

16.2 Each full-time regular employee shall be entitled to accrue unused vacation leave not to exceed a maximum of three hundred and twenty (320) hours. Should the three-hundred-and-twenty (320) hour maximum be exceeded through no fault of the employee, the Employer shall pay the employee for all vacation hours in excess of three hundred and twenty (320) hours. Otherwise such vacation hours shall be forfeited.

16.3 PAYMENT FOR UNUSED VACATION LEAVE UPON SEPARATION —Employees who leave the employment of the Employer shall be paid for all accrued vacation leave not used.

16.4 VACATION SCHEDULING

16.4.1 All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create an undue negative impact on accomplishment of work.

The Employer reserves the right to make reasonable modifications to the vacation schedule depending on bona fide operational requirements. Employees shall take at least one leave period of no less than five (5) consecutive work days per year, with the exception of new employees in their first calendar year of employment. Sick leave is not counted as part of the leave period. At the employee's request, the department director may waive this requirement for an employee with less than 80 total hours of vacation, comp and standby leave accrued as of January 1<sup>st</sup> each year. Except in an emergency, the Employer shall not change the scheduled vacation within thirty (30) days of the scheduled date. For the purposes of this section, "emergency" shall mean an unforeseen circumstance which could not be predicted by a reasonable person. The Employer may not black out any month for vacation scheduling.

16.4.2 VACATION BIDDING AND AWARD – On or before October 15, the Employer will notify employees of their rights to bid for annual vacation leave. The leave calendar shall cover the upcoming calendar year. Employees will submit leave request forms to the work unit supervisor by October 31, or the following work day if this date falls on a weekend.

16.4.2.1 An employee may choose to split their leave requests into multiple time periods,



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with at least one time period made up of five (5) consecutive days. Employees must submit separate leave request forms for each time period. Each individual request submitted shall be labeled as first, second or third choice.

- 16.4.2.2 Between October 31 and November 15, the work unit supervisors will review the submitted leave requests. First, second and third choice leave requests will be reconciled within each choice category before moving onto the next choice category. Supervisors will use the following criteria in this order when resolving conflicting requests: 1) minimum staffing levels within each work unit; 2) overall seniority within work unit; and 3) adherence to minimum of five (5) consecutive days off. Any scheduling conflicts will be identified and resolved with the affected employee(s) before the posting of the leave calendar. The approved annual leave calendar will be posted November 15 or the following work day if this date falls on a weekend. For the purposes of this section, work units in the Public Works Operations and Maintenance division are defined as Streets and Facilities, SSWM (Storm and Surface Water), Fleet, Wastewater Treatment Plant and Water and Wastewater. In other departments/divisions, work units are defined as all employees who report to one supervisor.
- 16.4.2.3 No first-come, first-served leave requests will be accepted until after the publication of the annual leave calendar. All employees requesting leave after the annual leave calendar is published will be approved on a first-come, first-served basis.
- 16.4.2.4 If the employee wishes to cancel an approved leave, the employee will provide the work unit supervisor with written notice of this cancellation. When an employee cancels an approved vacation or leave, and frees up a time slot on the annual leave calendar, employees within that work unit will be notified and allowed to bid on the open time slot. Seniority and operational requirements will be used to determine award of the open time slot.
- 16.4.2.5 If the Employer cancels an employee's approved leave and the employee has incurred unrecoverable deposits, the Employer will reimburse the employee. The employee is required to provide proof of unrecoverable deposits.
- 16.4.3 Department/division annual leave calendars will be maintained electronically.

**ARTICLE 17 .....SICK LEAVE**

- 17.1 SICK LEAVE ACCRUAL — Sick leave shall be earned at the rate of eight (8) hours per month for full time regular employees including for the month they begin work and the month they terminate. Part time regular employees (employees with a regular recurring schedule) will accrue sick leave at a rate equal to the percentage of full-time hours worked, with a minimum of 1 hour of sick leave for every 40 hours worked.
- 17.2 Maximum sick leave carryover from one calendar year to the next shall be one thousand forty (1,040) hours.
- 17.3 SICK LEAVE INCENTIVE — At the end of the calendar year, all sick leave in excess of one thousand forty (1,040) hours will be purchased at fifty percent (50%) of the employee's regular straight time hourly rate of pay.
- 17.4 USE OF SICK LEAVE — Sick leave may be used for any of the following reasons and purposes:
  - (a) An employee's mental or physical illness, injury or health condition
  - (b) To accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition;

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- (c) An employee's need for preventive medical care;
  - (d) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition;
  - (e) For care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
  - (f) For care of a family member who needs preventive medical care;
  - (g) When the employee's place of business or employee's child's school or place of care has been closed by order of a public official for any health-related reason;
  - (h) Attend the birth of the employee's child;
  - (i) Any purpose authorized by the Family and Medical Leave Act;
  - (j) Any purpose authorized by the Washington Family Care Act;
  - (k) Any purpose authorized by the Washington Domestic Violence Leave Act;
  - (l) Disability phase of pregnancy and recovery from childbirth;
  - (m) For any other reasons agreed upon by the parties or provided by law.

17.5 For purposes of sick leave, the term "family member" is defined as a child (including biological, adopted, foster, step, legal guardian, or a child to whom the employee stands in loco parentis or is a de facto parent regardless of age or dependency status), parent (including biological, adoptive, de facto, foster, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child) spouse, registered domestic partner, grandparent, grandchild or sibling.

## **ARTICLE 18 .....EMPLOYEE RIGHTS**

- 18.1 EMPLOYEE PROTECTION — All employees within the Bargaining Unit shall be entitled to the following protection:
- 18.2 APPLICATION OF DISCIPLINE — Any formal discipline of employees shall be applied by the Employer. Formal discipline shall include documented oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce, recommending discipline, conducting an investigation which may result in disciplinary action, or advising the employee of any disciplinary action when so assigned by the Employer.
- 18.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes the meeting might result in disciplinary action; provided, that nothing herein shall be construed as prohibiting, limiting or restricting the Employer's right to discuss with any employee performance and/or other work-related issues which will not result in any formal disciplinary action.
- 18.4 An employee shall be provided a copy of any document to be placed in the employee's personnel file that relates to disciplinary action and shall be given an opportunity to acknowledge, by signature, such document. Should the employee refuse to sign such document, a notation to that effect shall be made and witnessed prior to filing.
- 18.5 INVESTIGATIONS — An employee who is the subject of an investigation which may result in disciplinary action shall be provided written notice of the investigation prior to being interviewed or questioned in conjunction with such investigation, which notice shall advise the employee of the nature of the

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- investigation and the fact that the employee is a subject of the investigation.
- 18.6 Any interview of an employee shall be at a reasonable hour, when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- 18.7 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.
- 18.8 The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and conference with Union officials.
- 18.9 The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner; provided, however, that nothing herein shall be construed as prohibiting the Employer from advising the employee as to contemplated or potential disciplinary action as set forth in a written notice of pre-disciplinary hearing and anticipated disciplinary action. No promises or rewards shall be made as an inducement to answer questions.
- 18.10 Any employee who is the subject of an investigation may request an attorney of their choosing to be present during such investigation; provided, that such request shall not unreasonably delay or hinder the Employer's investigation. The cost of such attorney shall be paid by the employee requesting such attorney.
- 18.11 POLYGRAPH TESTS — No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.
- 18.12 SUBSTANCE ABUSE TESTS — Employees shall be subject to random alcohol and/or drug testing, as required by federal, state and/or local law. The Employer may also require that an employee submit to post-accident and reasonable suspicion alcohol and/or drug testing. Except as set forth herein and in return-to-work agreements, no employee shall be required to take or be subject to any random alcohol and/or drug testing as a condition of continued employment.

**ARTICLE 19 .....DISCIPLINE & DISCHARGE PROCEDURES**

- 19.1 The following procedure of progressive discipline shall be applied by the Employer; provided, that the Employer need not follow progressive discipline before suspension of any length or discharge if the suspension or discharge is for: theft; deliberate damage or sabotage to City property; gross insubordination; physical violence and/or threats of physical violence; violation of conflicts of interest laws; unlawful harassment and/or discrimination; or similar offenses. It is recognized that this list is not exhaustive and does not include all offense/violations for which the Employer need not follow progressive discipline.
- 19.2 For those offenses not warranting an immediate suspension and/or discharge, the Employer may implement disciplinary action for just cause according to the following progression:
- 19.2.1 Verbal warning. At the Employer's discretion, the Employer shall verbally warn the employee and shall counsel the employee as to areas of needed improvement.

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- The employee will be provided with written documentation of the areas of improvement discussed in the verbal warning.
- 19.2.2 Written warning/reprimand. At the Employer’s discretion, the Employer may issue a written warning to the employee.
- 19.2.3 Suspension. At the Employer’s discretion, the employee shall be suspended without pay for up to three (3) days, depending upon the nature of the offense, to be reasonably determined by the Employer.
- 19.2.4 Further suspension or discharge. At the Employer’s discretion, the Employer may impose a further suspension without pay, or may alternatively discharge the employee for just cause.
- 19.3 The Employer shall document the disciplinary action implemented by placing a written summary of such disciplinary action in the employee’s personnel file, which summary shall include the date, nature and details of the offense for which the disciplinary action is issued, and the name of the supervisor implementing the disciplinary action. The employee shall be given the opportunity to acknowledge the written summary pursuant to provisions set forth above.
- 19.4 Notwithstanding the progressive disciplinary procedure set forth herein, the Employer may elect to impose a lesser form of discipline than that allowed pursuant to this Agreement; provided, that such election shall not be construed as compromising the Employer’s rights to subsequently implement discipline in accordance with this schedule.
- 19.5 Except for the imposition of a documented verbal or written warning, the procedures set forth herein shall be subject to the terms of the grievance procedure.

**ARTICLE 20 .....LEAVE OF ABSENCE**

- 20.1 MEDICAL LEAVE — An employee who becomes disabled (as defined by applicable federal, state, and/or local law) due to illness, injury or pregnancy, or an employee who suffers an industrial injury or illness shall be granted a medical leave of absence without pay effective the first day of absence from work as required by law or the terms of this Agreement; provided, that the employee shall submit to the Employer as soon as reasonably practical a written claim of such illness or injury along with supporting medical documentation as required by law. The Employer may, at its sole cost and expense, require a second opinion of a doctor of its own choosing to verify illness or injury, and a doctor’s statement of fitness to return to work. This does not preclude an employee from using accrued sick leave or vacation pay during medical leave.
- 20.2 FAMILY AND MEDICAL LEAVE — Leave taken pursuant to the federal Family and Medical Leave Act (FMLA) is without pay, except that FMLA leave shall run concurrently with use of accrued leave. Employees shall use accrued, unused sick leave, vacation time, comp time and/or other paid time while on FMLA leave. In the event the employee's accrued leave(s) do not extend for the entire FMLA-qualifying absence, the balance of the FMLA leave shall be unpaid.
- 20.2.1 An employee on FMLA leave who is using paid leave shall continue to accrue leave and seniority benefits.
- 20.2.2 An employee on unpaid FMLA leave shall not accrue leave while on unpaid leave.
- 20.3 PROLONGED DISABILITY — An employee shall not be terminated by the Employer because of a non-job-related injury or prolonged continuous illness or injury, provided; that the period of disability is not longer than six (6) months, and

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- provided, further that on or before the expiration of said six (6) month period, the employee will be able to perform the essential functions of the employee's job. Upon being certified as physically or mentally fit to return to work by the employee's doctor and, if deemed necessary, the Employer's doctor(s), the employee shall be reinstated to the same or substantially equivalent classification if such classification exists. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.
- 20.3.1 An employee on prolonged absence because of occupational illness or injury incurred in the service of the City, shall not be terminated by the Employer because of such absence for a period of twelve (12) months; provided, that on or before the expiration of such twelve (12) month period the employee will be able to perform the essential functions of the employee's job. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.
- 20.3.2 Prolonged disability leave shall not be taken more than once in a five-year period, unless mutually agreed upon by the parties.
- 20.4 MILITARY LEAVE — Every full-time regular employee shall be entitled to and shall be granted military leave of absence, in accordance with applicable law. During a period of military leave taken pursuant to RCW 38.40.060, the employee shall receive from the Employer their normal pay for a period not exceeding twenty-one (21) working days during each twelve (12) month period from October 1 through September 30.
- 20.5 JURY DUTY — Employees who are required by due process of law to render jury service shall receive their regular pay during such period. If any payment, excluding travel pay, is received for jury duty, such pay will be reimbursed to the Employer or deducted from the employee's paycheck.
- 20.6 BEREAVEMENT LEAVE — All employees who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay per incident. Up to an additional two (2) days of bereavement leave may be approved by a supervisor if the employee must travel more than 180 miles one way to attend the funeral service. The Employer may approve additional leave, which shall be deducted from accrued vacation, sick leave, or compensatory time, or which shall be leave without pay.
- 20.6.1 Immediate family shall be defined as spouse, domestic partner, child, parent, sibling, son-in-law, daughter-in-law, parent-in-law, sister-in-law, brother-in-law, stepson, stepdaughter, stepparents, grandchildren and grandparents on both sides, aunts, uncles, nieces, and nephews. "Child" includes an employee's ward or any person over whom the employee has legal custody.
- 20.6.2 When an employee participates in a funeral or memorial ceremony for a person other than those in the immediate family the employee may, subject to the approval of the Employer, be granted reasonable vacation, or compensatory time off.
- 20.7 LEAVE OF ABSENCE WITHOUT PAY – An employee may apply to the City Manager or his/her designee for a leave of absence without pay. The City Manager or his/her designee shall have sole discretion whether to grant the request, including but not limited to the duration of the leave of absence. A leave of absence without pay may be used only after all other accrued leave has been used except for Union business leave of two (2) weeks or less in duration. Unless otherwise
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required by law or the terms of this Agreement, an employee shall not receive any benefits and/or wages/pay/compensation nor accrue seniority during such leave of absence. The Employer reserves the right to recall any employee from a previously authorized leave of absence.

**ARTICLE 21 .....HEALTH AND BENEFITS**

21.1 MEDICAL — The Employer shall make available the Regence HealthFirst and Kaiser medical insurance plans for all full-time regular employees, employee’s spouse/domestic partner, and qualified dependents. The HealthFirst plan offered will be the HealthFirst 250 Plan, and the Kaiser plan offered will be the Kaiser 200 Plan. The Employer shall continue to make available the AWC Regence High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and the AWC Kaiser High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The Employer and employee shall share the costs of the medical insurance premiums in accordance with the following:

For the non-HDHP Regence HealthFirst and Kaiser plans, each employee shall pay fifteen percent (15%) of the medical insurance premiums for the employee's spouse/domestic partner and qualified dependents via payroll deduction. Each employee shall pay five percent (5%) of medical insurance premium for coverage of themselves, not to exceed a maximum of fifty dollars (\$50) per month, via payroll deduction.

For the HDHP plans, the Employer will pay 100% of the medical insurance premiums for the employee, the employee’s spouse/domestic partner and qualified dependents. In addition, the Employer will contribute into the employee’s Health Savings Account the following amount per year paid on a monthly basis, provided that the contribution into the HSA cannot exceed the Affordable Care Act excise tax threshold:

- \$2250 for an employee with no dependents
- \$3250 for an employee with 1-2 dependent.
- \$4250 for an employee with 3 or more dependents

HSA contributions will be prorated for partial-year enrollment.

To begin building funds in a HSA, an employee may elect to have up to \$1000 (employee only) or \$2000 (employee plus one or more dependents) cashed out from accrued vacation or comp time and transferred into the employee’s HSA on the first January payday of the first year the employee enrolls in the HDHP, provided that the employee’s vacation does not fall below 80 hours. HSA contributions may not exceed IRS limits.

If a health plan offered by the Employer is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain economics and available plans. If no agreement is reached in time to ensure employees’ continuous insurance coverage, the Employer will move employees to the next available plan that does not trigger the excise tax and continue to bargain over the economics and available plans.

The Employer and the Union acknowledge that the optional flexible spending account program may be terminated by the Employer in the event the Affordable Care Act tax is implemented.

21.2 DENTAL — The Employer shall make available the Delta Dental of Washington Plan F plus Orthodontia Rider Plan V for all full-time regular employees, and shall

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- pay one hundred percent (100%) of the premiums for employee, employee's spouse and qualified dependents.
- 21.3 VISION — The Employer shall make available the AWC Vision Services Plan for all full-time regular employees, and shall pay one hundred percent (100%) of the premium.
- 21.4 LIFE — The Employer shall make available the Standard Insurance Life Insurance Plan (\$40,000) for all regular employees, and shall pay one hundred percent (100%) of the premium. Life insurance benefits decrease when employees are age 65 and older per the AWC Employee Benefits Trust rules.
- 21.5 LONG TERM DISABILITY – The Employer shall make available the Standard Insurance Long Term Disability Insurance Plan for all full-time regular employees. The Employer shall pay one hundred percent (100%) of the premium.
- 21.6 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall make available the AWC Employee Assistance Plan (EAP) for all regular employees and shall pay one hundred percent (100%) of the premium.
- 21.7 WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE PROGRAM – Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Premiums for benefits are established by law. Employees will pay the identified employee's share of premiums through payroll deduction. The Employer will pay the employer's share of premiums.

**ARTICLE 22 .....INDEMNIFICATION OF CITY EMPLOYEES**

- 22.1 The City defends and indemnifies City employees in accordance with RCW 4.96.041.

**ARTICLE 23 .....SUBCONTRACTING**

- 23.1 The Employer shall not subcontract Bargaining Unit work without negotiating the decision and impacts in compliance with the law.

**ARTICLE 24 .....OUT OF CLASS PAY**

- 24.1 WORK OUT OF CLASSIFICATION — Employees who are assigned to work in any higher classification other than their current classification for eight (8) hours or more shall receive a five percent (5%) increase in pay over and above their current pay for all hours so assigned, provided such assignments are in writing and signed by the Employer.
- 24.2 UTILITY WORK – Maintenance Technicians and Mechanics assigned to perform utilities work shall receive a five percent (5%) premium over base wages for all such hours worked. Utility work premium pay and out of classification pay may not be received at the same time. Effective the first pay period after ratification of this Agreement by both parties, Article 24.2 shall no longer be in effect.

**ARTICLE 25 .....EDUCATION INCENTIVE**

- 25.1 In the sole discretion of the City Manager or designee, the City Manager or designee may authorize an employee to take college classes and upon receiving a passing grade ("C" or better) the Employer shall reimburse the employee for tuition and book expenses associated with the authorized class. The authorization must be in writing and received prior to enrollment in order to be eligible for tuition and book reimbursement.

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**ARTICLE 26 .....ALLOWANCES AND REIMBURSEMENTS**

- 26.1 CLOTHING ALLOWANCE –The Employer will provide an annual clothing allowance of four hundred dollars (\$400) to each qualified employee in Public Works and Planning who primarily work in the field. Supervisors will determine which employees are qualified for this allowance. The annual clothing allowance will use a calendar year for definition. The clothing purchased will be appropriate work attire for the employee’s job duties, as determined by the supervisor, and shall consist of coats, shirts, pants, and hats. Coats and shirts will be black, blue, brown or a high-visibility color. Pants will be blue jean-style. The allowance will be paid to employees in the first pay period of September each year. Employees who leave employment with the City will not be required to pay back the allowance. New employees will receive the allowance upon hire and every September thereafter.
- 26.2 EMPLOYER-PROVIDED CLOTHING/EQUIPMENT – The Employer will provide reflective vests, ear plugs, eye protection, rain gear, gloves, rubber boots, hard hats and any other required safety equipment as needed, as determined by supervisors.
- 26.2.1 The Employer will provide coveralls for employees in the Mechanic and Treatment Plant Operator classification series for use on a daily basis, and will maintain a stock of coveralls for other employees to use on an as-needed basis. The Employer will pay to have the coveralls laundered.
- 26.2.2 The Employer shall provide employees in the Parking Enforcement Officer classification with uniforms and equipment necessary to perform the job duties. The type and/or brand of specific uniform items shall be determined by the Employer.
- 26.2.3 Should any items listed in section 26.2 and its subsections become unserviceable due to service-related activity or normal wear and term, said items shall be replaced by the Employer. Should any of the items listed above become unserviceable due to a negligent act of the employee, said item shall then be replaced at the employee’s expense. Any changes or additions to the uniform required by the Employer shall be purchased by the Employer. All issued items are the property of the Employer and shall be returned to the Employer upon the employee’s separation from employment.
- 26.3 CLOTHING REIMBURSEMENT – The Employer will provide reimbursement to employees in classifications within the Public Works Engineering division and the Planning and Community Development department of up to two hundred-fifty dollars (\$250) per calendar year for clothing irreparably damaged while performing City duties. Employees shall be reimbursed upon presentation of the damaged item(s) and providing the Employer with the necessary receipt(s).
- 26.4 BOOT REIMBURSEMENT – The Employer shall provide an annual boot reimbursement of up to two hundred and fifty dollars ( \$250) to employees who are regularly in situations where safety boots are required. Any unspent funds from one year may be carried over to the next year, for a maximum reimbursement of five hundred dollars ( \$500) in a given year. Employees shall be reimbursed upon presentation of the necessary receipts and proof of ASTM International standard (or its successor). Supervisors shall determine which employees are qualified to receive this reimbursement.

The Police Department will provide boots to eligible Police Department employees



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in lieu of an annual boot reimbursement.

- 26.5 TOOLS– The Employer shall provide an annual tool allowance of eight hundred and fifty dollars ( \$850) to all employees in the Mechanic classification series, to be paid with the first pay period each January.
- 26.5.2 Employees will update their tool inventory annually by January 31 and submit it to the Finance Department. The inventory shall include a good faith tool cost estimate. The Employer will provide insurance coverage for tools listed on the employee’s tool inventory and located on City property, subject to the terms of the insurance plan. Should a tool be stolen from City property, the employee will obtain a police report.
- 26.5.3 If a tool on an employee’s tool inventory is stolen from City property or breaks when in use in the workplace, the Employer will reimburse the employee the replacement cost, provided the tool is not covered under a manufacturer’s warranty, is below the insurance deductible limit, and is not covered under the terms of the insurance plan.
- 26.6 VISION REIMBURSEMENT – The Employer shall pay a replacement cost equal to the vision care replacement cost, per incident, for prescription lenses/frames which are lost or damaged while performing City duties, provided that the employee shall submit to the Employer a written request for replacement, along with an explanation of occurrence and proof of loss.

**ARTICLE 27 .....SAVINGS CLAUSE**

- 27.1 Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any Article of this Agreement during the life of this Agreement, unless mutually agreed by the Employer and the Union.
- 27.2 If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 28 .....COMPLETE AGREEMENT**

- 28.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue specified herein. While those Memorandums of Understanding executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law. Past practices shall not prevail.

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**ARTICLE 29 .....TERM OF AGREEMENT**

29.1 This Agreement shall remain in full force and effect from January 1, 2023 through December 31, 2025; provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto.

DATED this 24 day of May, 2023

CITY OF BAINBRIDGE ISLAND

By   
Blair King, City Manager

INTERNATIONAL ASSOCIATIONS OF  
MACHINISTS AND AEROSPACE WORKERS  
DISTRICT LODGE 160

By   
Rusty Grable, Business Representative

By   
Aaron Claiborne, Chief Steward

By   
*for* Kelsey Lynch, Steward

By   
Ken Faulkner, Steward

By   
Joanne Mendenhall, Steward

# EXHIBIT A

## IAM Pay Scale - 2023 (includes 6% COLA)

**\*\*EFFECTIVE JAN. 1, 2023\*\***

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11	Maintenance Technician I	4,469	4,598	4,730	4,865	5,005	5,148	5,296	5,449	5,605
	Parking Enforcement Officer	25.78	26.53	27.29	28.07	28.88	29.70	30.55	31.43	32.33
12	Administrative Specialist II	4,917	5,058	5,203	5,351	5,507	5,664	5,827	5,993	6,166
	Judicial Specialist									
12	Treatment Plant Operator I	28.37	29.18	30.01	30.87	31.77	32.67	33.62	34.57	35.57
	Utilities Technician I									
13	Administrative Specialist III*	5,407	5,563	5,723	5,889	6,057	6,230	6,407	6,592	6,783
	Permit Specialist									
	Evidence Technician									
	Payroll Specialist									
13	Senior Accounting Technician	31.20	32.09	33.01	33.97	34.94	35.94	36.96	38.03	39.13
	Maintenance Technician II									
	Senior Judicial Specialist									
	Senior Police Clerk									
14	Building Inspector/Plans Examiner	5,949	6,120	6,296	6,476	6,661	6,853	7,049	7,253	7,463
	Code Compliance Officer									
	Planner									
	Arborist									
	Community Health Navigator									
	Accountant									
14	Deputy City Clerk	34.32	35.31	36.32	37.36	38.43	39.53	40.66	41.84	43.05
	Contract Coordinator									
	Mechanic II									
	Signs and Markings Specialist II									
	Utilities Technician II									
	Treatment Plant Operator II									
15	Construction Inspector	6,543	6,731	6,924	7,122	7,328	7,538	7,756	7,978	8,207
	Financial Analyst									
	Mechanic III									
	GIS/CAD Specialist									
	Maintenance Technician III	37.75	38.83	39.95	41.09	42.28	43.48	44.74	46.02	47.35
	Associate Planner									
	Senior IT Specialist									

# EXHIBIT A

## IAM Pay Scale - 2023 (includes 6% COLA)

**\*\*EFFECTIVE JAN. 1, 2023\*\***

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
16	Engineering Project Manager	7,198	7,404	7,618	7,835	8,061	8,293	8,531	8,775	9,028
	Treatment Plant Operator III									
	Stormwater Management Program Cordinator									
16	Operations Project Manager	41.53	42.71	43.95	45.20	46.50	47.84	49.22	50.62	52.08
	Utilities Technician III									
	Water Resources Specialist									
	Senior Planner									
17	Engineer I	7,917	8,146	8,380	8,620	8,866	9,121	9,383	9,651	9,927
	Survey Program Manager	45.68	46.99	48.34	49.73	51.15	52.62	54.13	55.68	57.27
18	Engineer II	8,710	8,959	9,218	9,481	9,755	10,034	10,322	10,618	10,922
		50.25	51.68	53.18	54.70	56.28	57.89	59.55	61.25	63.01

*\* Employees in this classification on Jan. 1, 2015 will be red-lined, but will receive future cost-of-living adjustments. Future employees hired into these classifications will be subject to the salary ranges above.*

*At the time of ratification of this agreement, the following positions are not funded, not filled, and not active: Administrative Specialist I, Community Health Navigator I, Court Security Officer, Fiscal Specialist I, IT Technician, Mechanic I, Records Management Coordinator, Signs and Markings Specialist I, Special Project Planner, Storm and Surface Water Technician, Survey Technician, Systems Administrator, Water Resources Technician.*

# EXHIBIT A

## IAM Pay Scale - 2023 (includes 6% COLA)

**\*\*EFFECTIVE FIRST PAY PERIOD AFTER RATIFICATION\*\***

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11	Parking Enforcement Officer	4,469	4,598	4,730	4,865	5,005	5,148	5,296	5,449	5,605
		25.78	26.53	27.29	28.07	28.88	29.70	30.55	31.43	32.33
12	Administrative Specialist II	4,917	5,058	5,203	5,351	5,507	5,664	5,827	5,993	6,166
	Judicial Specialist									
	Treatment Plant Operator I									
12	Facilities Maintenance Technician I	28.37	29.18	30.01	30.87	31.77	32.67	33.62	34.57	35.57
	Utilities Technician I									
	Maintenance Technician I									
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	Financial Analyst									
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