AGREEMENT

by and between

CITY OF CAMAS

and

LOCAL 307CC, COUNCIL 2

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES AFSCME / AFL-CIO

January 1, 2027 – December 31, 2030

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	RECOGNITION	2
ARTICLE 4	MANAGEMENT RIGHTS	2
ARTICLE 5	UNION MEMBERSHIP, REPRESENTATION AND BUSINESS	3
ARTICLE 6	NO STRIKE OR LOCKOUT	6
ARTICLE 7	HOLIDAYS	7
ARTICLE 8	VACATION LEAVE	8
ARTICLE 9	SICK LEAVE AND FITNESS FOR DUTY	9
ARTICLE 10	OTHER LEAVES	12
ARTICLE 11	HEALTH & WELFARE	14
ARTICLE 12	WORKERS' COMPENSATION	16
ARTICLE 13	WORK SCHEDULES	17
ARTICLE 14	COMPENSATION	20
ARTICLE 15	CLASSIFICATIONS AND PAY RANGES	22
ARTICLE 16	PENSIONS	26
ARTICLE 17	DISCIPLINARY ACTION	26
ARTICLE 18	SETTLEMENT OF DISPUTES	27
ARTICLE 19	PRODUCTIVITY	30
ARTICLE 20	SENIORITY	30
ARTICLE 21	LAYOFF AND RECALL	32
ARTICLE 22	VACANCIES AND POSTINGS	35
ARTICLE 23	PERSONNEL RULES AND RECORDS	37
ARTICLE 24	GENERAL PROVISIONS	38
ARTICLE 25	SAVINGS CLAUSE AND FUNDING	39
ARTICLE 26	CONTRACTING OUT	40
ARTICLE 27	NO SMOKING POLICY	40
ARTICLE 28	DRUG AND ALCOHOL POLICY AND PROCEDURES	41
ARTICLE 29	COMMERCIAL DRIVERS' LICENSES	41
ARTICLE 30	CONTRACT LENGTH, CHANGES AND RENEWAL	42
APPENDICES		44

ARTICLE 1
PREAMBLE

This agreement is entered into by the City of Camas, Washington, hereinafter referred to as "Employer" and Local 307 of the American Federation of State, City and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The purpose of this agreement is to set forth the mutual understanding of the parties as to wages, hours and working conditions consistent with the Employer's and Union's mutual objective of providing ever-improved, efficient, effective, uninterrupted performance of City functions, and courteous services to the public. It is the Employer's responsibility to provide services that promote the health, safety and welfare of the public through means that are cost-effective, progressive, responsive, courteous and productive. The Union is committed to those efforts. The Employer and Union share a mutual interest in engaging in efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government.

Except as otherwise required by law, regulation or grant provisions, the parties agree as follows:

ARTICLE 2
DEFINITIONS

2.1 The Employer and the Union will share equally in the responsibility of applying the provisions of this agreement, provided that this responsibility shall be limited to those matters under the Union's influence and control.

Regular Full-Time Employee: An employee working a regular full-time schedule of forty (40) hours per week.

Regular Part-Time Employee: An employee working a regular schedule of twenty (20) hours, but less than forty (40) hours per week. Regular part-time employees receive all insurance benefits, sick leave, vacations, and holiday benefits on a pro rata basis according to the number of hours worked.

Provisional Part-Time Employee: An employee working a regular part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs and accrue leave benefits at a level proportionate to regular monthly work schedule.

Temporary Employee or Seasonal: The Employer agrees that it will employ temporary workers only to supplement or augment the work force. The Employer agrees that temporary workers shall not be used to preclude hiring full-time employees. The term of employment will not exceed six (6) months without mutual agreement of the Employer and the Union. Temporary employees are not eligible to participate in benefit programs nor shall they accrue seniority.

Probationary Employees: The probationary period for newly hired employees shall be six (6) months or longer. Lateral transfers shall be subject to a three (3) month probationary period. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Newly hired probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.

ARTICLE 3
RECOGNITION

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, fringe benefits, and working conditions for employees of the City within this bargaining unit. City employees who are excluded from the bargaining unit are:

A. Temporary, seasonal, casual;
B. Non-contract, part-time employees;
C. Employees certified to another bargaining unit;
D. Supervisory and confidential employees;
E. Others as mutually determined by the parties;
F. Elected officials and their appointed staff designated as unclassified service per RCW 41.50.030(2).

3.2 The Employer will notify the Union regarding newly created or substantially modified classifications to provide the opportunity to comment on inclusion/exclusion from the unit. If parties cannot resolve the question of inclusion/exclusion, the matter shall be presented to the Public Employment Relations Commission (PERC) for determination through the unit clarification process.

3.3 Disputes Concerning Compensation for New Classifications or Positions: If a classification is allocated to the bargaining unit, the parties will engage in negotiations regarding the compensation for the classification. If the parties are unable to mutually agree on the compensation for the classification, such dispute shall be resolved through the arbitration process.

ARTICLE 4
MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

4.1 The right to institute, from time to time, work rules applicable to bargaining unit employees. The Employer will notify the affected employees of the changes ten (10) calendar days prior to the effective date;

4.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.

4.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the City.

4.4 The right to discipline employees for just cause.

4.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.

4.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term “emergency” is inclusive of, but not limited to, life-threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.

4.7 The right to determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

4.8 The Union retains the right to bargain the impact of any of the above management rights, when exercised by the City, unless mutually agreed otherwise.

ARTICLE 5
UNION MEMBERSHIP, REPRESENTATION AND BUSINESS

5.1 The Employer recognizes the Washington State Council of County and City Employees/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours and other conditions of employment for all employees described in the recognition clause.

Every member of this bargaining unit shall have the right to voluntarily join the union. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

5.2 The Employer shall deduct form the pay of employees once each month, following the receipt of written authorization of employees within the bargaining unit, the amount of dues and fees uniformly levied against Union members, as certified by the Secretary/Treasurer of the Union and shall transmit the same to the main office

of the Washington State Council of County and City Employees, as provided in RCW 41.56.110.

5.3 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

5.4 Appointment to Excluded Positions: Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

5.5 Listing of New and Terminated Employees: The City agrees to furnish the Union upon request:

a. A listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and mailing address.

b. A listing of bargaining unit members, their department/section, classification, base pay, birthday, full-time/part-time status and number of scheduled hours, city seniority date, classification seniority date and mailing address.

The City agrees to furnish the Union, upon request, a listing of all non-represented employees, their classification and department.

5.6 In the event of an error in relation to dues/fees deductions or Union membership, the parties agree to cooperate in making the appropriate adjustments. The Union shall hold harmless, indemnify, and defend the Employer and its officers, employees, representatives and agents form any claim or liability which may be brought by virtue of any action taken by the Employer in compliance with this Article relating to Union membership and payroll deductions. The Employer will promptly notify the union in writing of any claim, demand, suit or other form of liability asserted against it relating to the implementation of this Article.

5.7 Union Representation:

A. Contract Negotiations:

1. The Union's negotiating team shall consist of a chief spokesperson from the Union organization and a maximum of four (4) employees from the bargaining unit. City employees participating in such negotiations will be allowed to do so without loss of pay if negotiations are scheduled during said employees' regularly scheduled work time. Additional subject matter experts and/or team members may attend negotiations as needed with mutual agreement from both parties.
2. Prior to negotiations, representatives of the Employer's and the Union's negotiating teams will jointly establish and will follow negotiation ground rules.

B. Labor-Management Committee Meetings: to promote harmonious relations and to provide internal communications, the Union and the Employer will maintain a Labor Management Committee consisting of three (3) bargaining unit representatives. The Committee will hold quarterly meetings subject to mutual agreement between the Employer and Union. Such meetings shall normally occur during normal working hours, and the parties agree to schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay if such meeting is scheduled during work time but will not receive pay if scheduled during non-work time. Matters to be discussed will be matters pertinent to maintaining good employer-employee relationships, but shall not include matters relating to grievances or other matters pending in any other legal proceedings, inclusive of ULPs, administrative law matters and/or court actions.

C. Communication with Bargaining Unit Members:

1. Bulletin Boards: The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

2. Use of City Telephones or Computers Related to Union Business: Use of City telephones or computers is allowed subject to the following:

A. When such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or the Council 2 Representative.

B. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances.

C. The uses cited in subsections a and b above may continue only to the extent that they are at no additional cost to the Employer. The content of any and all communications using the Employer computer system is not privileged and may be subject to Employer review.

3. Union Business Leave: for Mutually Agreed City/Union Joint Functions shall be considered City paid time: Such functions shall include negotiations and joint City/Union committees such as Labor Management Committees, duties as a steward as defined in this agreement, and any other joint City/Union business, subject to mutual agreement of the parties. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regular scheduled working hours, but will not receive pay if scheduled during non-work time. The Union shall normally be granted two (2) days per year of Union Business Leave for use by Officers and Stewards, or elected delegates for Union conferences and conventions. However, with two (2) months prior notice, the City will agree to grant up to two (2) Union officers or elected delegates up to five (5) additional days of Union Business Leave for the purpose of attending national conventions as long as the City can ensure necessary departmental operations.

4. Union Paid Time for Union Activity: A bargaining unit member selected by the Union to participate in a Union activity may be granted unpaid leave, or

may use accrued vacation or comp time, to attend such activity, subject to advance prior employer approval. All expenses and compensation shall be borne by the Union.

5. Visits by Union Representatives: Subject to prior approval by the Employer, accredited representatives of the Union shall have reasonable access to City facilities for purposes of conducting union business. Accredited representatives of the Union shall not disrupt the normal operation of any department.

6. City Property: Subject to prior approval by the Employer, the Employer may allow the Union to meet on City Property, provided there is no disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).

5.8 Employees covered by this Agreement have the right to a discrimination free, harassment free, and safe work environment. Additionally, they have the right to equality of opportunity, consideration and treatment in all phases of employment.

5.9 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.

5.10 Any Steward or Union Officer shall be permitted to perform Union business relating to the enforcement of this collective bargaining agreement without reprimand and without loss of compensation.

5.11 The Employer shall not discriminate against Stewards, Union representatives, or employees for legal Union activities.

5.12 Nothing in this article will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.

ARTICLE 6
NO STRIKE OR LOCKOUT

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the Employer shall cause, engage in, or sanction any work stoppage, slow down, or other interference with City functions. In the event of unauthorized interruptions, the Union agrees it will join the Employer in requiring the members to return to work immediately. If the employees do not, those who engage in any of the foregoing actions may be subject to disciplinary action, including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the Employer, and in accordance with the applicable law, while engaging in activities in violation of this Article. The Employer shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 7
HOLIDAYS

7.1 The following days shall be paid holidays (8 hours holiday pay) at the straight time rate for employees covered by this Agreement:

HOLIDAY	***DATE TO BE OBSERVED***
New Year's Day	***January 1***
Martin Luther King Day	***Third Monday in January***
President's Day	***Third Monday in February***
Memorial Day	***Last Monday in May***
Juneteenth	***June 19***
Independence Day	***July 4***
Labor Day	***First Monday in September***
Veteran's Day	***November 11***
Thanksgiving Day	***Fourth Thursday in November***
Day after Thanksgiving *	***Fourth Friday in November***
Christmas Day	***December 25***
Three (3) Floating Holiday used by December 31st of each year	***Employee's choice with supervisor approval***

*Or another day in lieu thereof may be taken by mutual agreement between the Employer and the employee.

7.2 The date of observance of the legal holidays shall be the day on which the City of Camas Council declares the observance of those holidays, provided that whenever such holidays fall on a Sunday the following Monday shall be observed as the holiday, and when such holidays fall on a Saturday the preceding Friday shall be observed as the holiday.

7.3 Employees who are on sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.

7.4 Employees who are on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.

7.5 Employees whose regular work schedule is other than the normal Monday-Friday, and have a legal holiday occur on their normal day off, shall be entitled to an equivalent holiday (day off) as mutually agreed to between the Employer and the employee.

7.6 Any regular full-time employee who works on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employees services are needed and required in the interests of public health, safety or general welfare, or for reasons of emergency in which case the employee shall not be entitled to the time off. If an

employee is required to work, they will be allowed to take two (2) hours off at another mutually agreeable time.

7.7 A full-time employee required to work a holiday shall be paid at two (2) times their regular rate of pay, plus receive eight (8) hours of holiday pay at their regular rate of pay. Employees may take another day off in lieu of the holiday pay. The holiday time must be taken during the same calendar year or entitlement to the time will be lost. This applies only if the employee's regular work week is Monday-Friday. This provision does not apply to call-backs as identified in Exhibit B.

7.8 Floating holidays will be pro-rated for the remainder of the calendar year from the employee's date of hire.

ARTICLE 8
VACATION LEAVE

8.1 Accrual: Regular full-time and regular part-time employees accrue paid vacation time depending on their length of service with the City and the number of hours they are allocated to work per week. Beginning from the first day of regular employment, employees shall be eligible to accrue vacation leave at any level in accordance with the accrual rates shown in column two of the "Table of Vacation Accrual Rates" below, and accrual balances shall be shown on the employee's check stub.

Maximum Vacation Accrual: Each full-time employee shall be entitled to accumulate and carry over into the following year a maximum of 400 hours. Any accumulated vacation time in excess of the 400 hours on January 1st shall be forfeited.

Employees are eligible to cash out up to 100 hours of vacation leave each calendar year at any time with notice prior to payroll cutoff. Employees must maintain at least 100 hours of vacation leave in their accruals to receive any cash out.

Table of Vacation Accrual Rates:
Employees shall accrue paid vacation according to the schedule below.

From Date of Hire	Hours each Month	Hours Per Year
Year zero-four(0-4)	Eight (8) hours	Ninety-six (96) hours
Year five (5)	Ten (10) hours	One hundred twenty (120) hours
Year ten (10)	Thirteen (13) hours	One hundred Fifty-six (156) hours
Year fifteen (15)	Fifteen (15) hours	One hundred Eighty (180) hours
Year twenty (20)	Eighteen (18) hours	Two Hundred Sixteen (216) hours

Employees are eligible to use only vacation leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.

8.2 An employee not taking their vacation shall not be entitled to any extra compensation for having worked during the period for which he was entitled to vacation unless requested by a department head and approved by the Employer to do so.

8.3 The Employer shall review and deny or grant vacation within a reasonable time frame. If the nature of the work makes it necessary for the Employer to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given their choice within the requirements of a balanced work schedule. Seniority does not override vacation which has already been approved.

8.4 Employees shall be paid for all accrued unused vacation at the time of their termination, including that which was earned during the year of termination.

8.5 For purposes of vacation accrual, all time as a regular employee with the Employer shall be computed; provided, however, a regular employee with broken service due to layoff, not to exceed six (6) months, will retain their regular service time seniority (less the time on involuntary layoff) for determining vacation accrual date.

8.6 Charging: Vacation time may be taken in a minimum of fifteen (15) minute increments.

8.7 In case of an employee's death, unused vacation leave and comp time shall be paid to the employee's heirs at the deceased employee's regular rate of pay.

ARTICLE 9
SICK LEAVE AND FITNESS FOR DUTY

9.1 Paid Sick Leave:
Definition and Allowable Use: Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner or child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care.

Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situations.

The City will allow leave as allowed under law by the FMLA, PFML and Washington State Family Care rules.

9.2 Full-time employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum carryover on January 1 of each year of one thousand forty (1040) hours. Part-time employees shall accrue sick leave at the same rate but in proportion to the number of hours worked and according to state law.

Employees are eligible to use only sick leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.

9.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.

9.4 Sick leave shall be charged for actual time used only.

9.5 An employee who is on vacation and becomes sick or hospitalized may take sick leave in lieu of vacation. A doctor's certificate of illness may be required by the employer in a timely manner to substantiate such sickness or disability. This exchange will not alter the employee's scheduled vacation except by mutual agreement with the Employer.

9.6 Federal Family and Medical Leave (FMLA). Employees who work for the Employer for at least twelve (12) months, and have worked 1250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider. The twelve (12) weeks allowed by State Law (RCW 49.78) is in addition to leave provided for pregnancy or childbirth. Employees may use sick leave for illness or injury to the employee's spouse/domestic partner or minor child requiring the employee's attendance and/or care under the provisions of RCW 49.78.

An "immediate family member" shall be defined as the employee's and spouse's/domestic partner's or any member of the immediate households, children, parents, siblings, grandparents or grandchildren. The Employer may expand the definition of immediate family under special circumstances. The disability portion of pregnancy leave is considered a serious health condition for purposes of the FMLA. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the Employer with at least thirty (30) days' notice if possible before taking such leave or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee's spouse/domestic partner, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory or personal days and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee's minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, personal leave, compensatory leave, compensatory time off and vacation leave.

As required by law, the Employer shall maintain the employee's health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer during the unpaid portion of the leave. Upon return from such

leave, the employee will be reinstated to the employee's former or equivalent position.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured servicemember who is the employee's spouse/domestic partner, parent, child or next of kin. A covered servicemember is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

9.7 All employees shall report sickness or disability to the department head or immediate supervisor prior to the starting time of the employee's work day or as soon thereafter as practicable. The employee may be required to provide a note of verification after three (3) consecutive days of absence. This includes absences which are a portion of the work day. Employees must provide verification, if requested, within at least 10 calendar days following the first day of leave. Any employee who abuses sick leave by falsification or misrepresentation may be subject to discipline at the discretion of the Employer.

9.8 If an employee retires from the City, meeting PERS plan requirements, or in the event of death of the current employee, that employee or their beneficiary is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

9.9 Time Charging for Sick Leave: Sick leave shall be charged in fifteen (15) minute Increments.

9.10 Shared Leave:
The Shared Leave Policy which was mutually agreed upon between the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement and any changes to said policies shall be by mutual agreement.

9.11 Sick Leave Incentive: Any employee who accrues more than the maximum carryover amount of one thousand forty (1040) sick leave hours, shall be eligible to cash out at the straight time rate, thirty-three percent (33%) of all hours over the maximum. The benefit paid under this article shall be pro-rated for part-time employees. This benefit will be paid out in December of each year.

9.12 Washington State Paid Family Medical Leave (PFML)
Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

Premiums for benefits are established by law and the parties agree that employees will pay the full portion of the employee premiums even if such premiums change over time due to legislative action.

Employees receiving state benefits (PFML) that are on unpaid leave with the City shall have their sick and vacation leave accruals pro-rated each pay period to reflect the unpaid time.

ARTICLE 10
OTHER LEAVES

10.1 Leave of Absence: The Employer may grant a regular employee a leave of absence without pay for a period not to exceed six (6) months. Leaves of absence requests under this Article may be approved, provided each instance will be evaluated on its own merits and does not constitute a precedent. Denial of such requests shall not be arbitrary or capricious. All leaves are to be requested in writing as far in advance as possible. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted the leave shall be in writing and signed by the Employer and a copy filed with the department head. Upon expiration of a regularly approved leave without pay the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status; excepting that the time on leave will be deducted from their total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement.

10.2 Jury Duty/Court: Regular full-time and regular part-time employees who are required to be absent from work on a regularly scheduled work day in order to serve as a witness on behalf of the Employer, a juror, or report to juror examinations, will be granted time off with regular pay.

A. The employee will be required to sign over to the City any jury or witness service earnings received, within the guidelines listed below:
    1. Travel and parking allowances will not be considered as part of the juror's fees or witness' fees.
    2. The amount of the juror's fees or witness' fees signed over must not exceed the amount paid by the City for absence.
    3. Employees are expected to report the receipt of any juror or witness summons immediately.

B. Employees will be expected to report to work the balance of those days they are excused or not selected.

10.3 Military Leave:

A. For those employees serving in the armed forces, military reserves, or the National Guard who are required to be absent from work to fulfill their obligations, paid military leave will be granted to a maximum of twenty-one (21) working days each year (October – September).

B. Military leave for other than the twenty-one (21) working days period may be granted in accordance with applicable federal and state laws.

C. The application for leave must be made as early as notification is given and must include an attached copy of the military orders mandating duty.

D. Conflicts in schedules between the Employer and military weekend or evening drills will be coordinated by the employee, working closely with their supervisor

E. The Employer will grant all re-employment rights, to include seniority and longevity as required by law.

F. During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while their spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave. Employees are eligible for this leave per deployment.

   An employee who seeks to take family military leave must provide the City with notice of their intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

10.4 Bereavement: An employee who has a member of their "immediate family" taken by death shall receive twenty-four (24) hours off with pay as bereavement leave (consecutive or non-consecutive). An additional sixteen (16) hours shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay (if all other leave is depleted) at the discretion of the employee.

"Immediate family" shall be defined as the employee's and spouse's or domestic partner's children, parents, siblings, grandparents or grandchildren, nieces, nephews, aunts, uncles or any member of the immediate household. This will also include "step" and "in-law" relationships.

Employees scheduled to work on the day of the service shall be allowed to attend the funeral or memorial service of deceased fellow employees as leave with pay if the City has the ability to cover necessary department operations.

The Administrative Services Director will administer this article for consistency in unique circumstances as they arise.

10.5 Accrual of Benefits While on Unpaid Leave: An employee in leave without pay status will cease to earn sick leave, vacation leave, seniority, and City paid health benefits (except as otherwise provided under FMLA) when leave extends beyond a

fifteen (15) calendar day period of time. Leave accruals will be pro-rated during periods of unpaid leave if the employee works partial schedules.

10.6 Inclement Weather: In the event of inclement weather, the City's policy titled as such will be observed.

10.7 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.

ARTICLE 11
HEALTH & WELFARE

11.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.

11.2 The Employer shall provide post-retirement medical insurance from retirement to age 65 for the employee only, provided the employee has been employed by the City for a total of ten (10) years and has retired from the City under the provisions of the applicable PERS or LEOFF retirement plan. Coverage for a spouse/domestic partner may be purchased by the employee in accordance with the requirements of the applicable plan.

Employees hired after January 1, 1997, shall not be eligible for employer paid post-retirement medical insurance, but may participate at their own expense, consistent with plan requirements.

11.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime, not to exceed a maximum of fifty thousand dollars ($50,000.00).

11.4 AWC Regence HealthFirst 250 and Kaiser $250/$15OV/10% coinsurance plans

The employer will pay medical coverage premiums for employees and dependents as follows:

Employee Only coverage: 100%

Dependent(s) coverage: eighty-five (85%)
Employees shall pay, through pre-tax payroll deduction, fifteen (15%) of total premium cost.

11.5 For the term of this Agreement, the Employer agrees to pay premiums for the dental, vision and life insurance plans as follows: Washington Dental Service Plan F, Willamette Dental $15 co-pay plan, Kaiser Dental Plan $5 office visit co-pay plan, VSP vision and Standard life insurance plans. The City will continue prescription drug coverage through the medical plans consistent with its provisions.

11.6 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure, benefit structure and/or the continued availability of such plans, then and in that event, the Employer will notify the Union and employees of said changes. The parties will negotiate those changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium structures

11.7 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.

11.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.

11.9 The Employer shall make pension contributions required by statute to the State of Washington Department of Retirement Systems Public Employees Retirement System.

11.10 Regular Part-Time Employees: The Employer shall provide a prorated premium contribution based on the number of hours worked.

11.11 Section 125 Plan, Flexible Spending Account: The Employer agrees to make available a flexible spending account program under the provisions of IRS Section 125. Employees may elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer shall make no contribution and make no assurance of ongoing participation in such program. The Employer assumes no liability for claims or benefits under this program.

11.12 Deferred Compensation: The Employer agrees to continue a Deferred Compensation Program to which employees may contribute.

11.13 Occupational health and safety are the mutual concern of the Employer, the Union and employees. Employees or the Union shall report safety and health hazards of which they are aware to their supervisor. The Employer shall comply with applicable federal, state and local safety laws, rules, and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

11.14 Members of the bargaining unit may participate in the City’s Dual Insurance Incentive program as determined by the Employer.

ARTICLE 12
WORKERS' COMPENSATION

12.1 Coverage: All members of the bargaining unit will be provided coverage as required by State Worker's Compensation.

12.2 Seniority:

A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt their continued period of employment with reference to accrual of seniority except as provided in section 10.5 - Accrual of Benefits While on Unpaid Leave.

B. If an employee is transferred to another classification within the bargaining unit because of a compensable injury, their seniority shall be governed in accordance with Article 21 - Layoff and Recall and by applicable state statutes related to re-employment and non-discrimination.

12.3 Probationary Employees: If an employee sustains an injury causing them to remain off work or on light duty for a period of one week or more during their probationary period, the probationary period will be extended by the commensurate time period. The extension will be on a week for week basis equal to the time off or on light duty and the City will provide notification of the extension to the union.

12.4 Salary Continuation: The City shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments will insure the disabled employee the equivalent of one hundred percent (100%) of their semi-monthly net take-home pay (as calculated in accordance with Workers' Compensation regulations) subject to the following conditions:

A. Salary continuation shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, salary continuation shall be paid for no more than ninety (90) days of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

B. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.

D. Employees off work on an approved injury/illness shall endorse time loss checks to the City to buy back time to keep their salary whole.

12.5 Denied Claims

A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as

Workers' Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

B. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the City and the employee's sick leave account credited with an equivalent number of days.

C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six months or the legally mandated period, whichever is greater, provided that the employee continues to be eligible and pays the premiums as required.

D. If a denied claim is later held compensable upon appeal, the employee will be entitled to:
   1. Reimbursement of any premiums paid to the City for medical/dental benefits, and
   2. Any supplemental benefits not paid in accordance with “Section IV” of this Article.

12.6 Benefits: The City shall continue to provide medical and dental benefits for an employee with a compensable claim and their dependent(s) from the first day of occupational disability, subject to the limitations of Article 11 - Health and Welfare, for a period not to exceed six (6) months. Thereafter, any continuation of health and welfare benefits shall be at the option and expense of the employee.

ARTICLE 13
WORK SCHEDULES

13.1 Work Schedules: The Employer may assign employees to work different or flexible schedules based on work and service needs. Written work schedules showing work days and hours of work will be made accessible to employees upon request. Alternative work schedules (i.e. 4 ten-hour days, 9/80 work schedule, etc.) may be agreed upon by mutual agreement between the employee and employer.

13.2 Days Off: Employees working their regularly scheduled hours during an FLSA work week will be provided at least two (2) consecutive days off per week.

13.3 Employee Requested Changes: Employees may request a change in work days and days off. The Employer will provide a written determination of its decision to the employee regarding such requests. If the request is approved, such transition in schedules shall not result in overtime.

13.4 The regular hours of work each day shall be consecutive except for lunch periods. The normal work week shall be four (4) or five (5) consecutive days of not more than ten (10) hours or eight (8) hours per day, excluding lunch periods.

13.5 The Director will determine when changes are necessary in the regular work week and employees will be provided at least fifteen (15) working days’ notice in

advance of any change in the regular work schedule except in the event of an emergency. If an emergency exists as defined in Article 4 section 6, then no notice of work schedule change is necessary. The fifteen (15) day notice may be waived upon mutual agreement of both parties. This notice requirement does not apply to overtime opportunities.

13.6 Breaks and Meal Periods:

A. Employees shall receive a fifteen (15) minute (including transit time) paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times approved by their Department Director, but shall not be added to the normal lunch period or taken at the end of the workday.

B. A minimum thirty (30) minute unpaid meal period shall be provided to employees who work more than five (5) consecutive hours in accordance with Washington state law. The employees may request, and management may approve a one (1) hour meal period.

13.7 Computation of Overtime - Holidays and Leaves: When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

13.8 Equal Distribution of Overtime Work: The Employer will make a reasonable effort to distribute overtime on an equitable basis among employees who are qualified within each work unit. Overtime accumulated while on callback duty will not count toward equal distribution of overtime. If no employees are available for overtime within the unit the employer may ask for qualified volunteers from other units and select the most senior volunteer. The employer may assign the least senior qualified employee from a work unit if no employees volunteer.

13.9 Time and One-Half

Employees will be compensated at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for additional time worked as follows:

1. In excess of eight (8) hours in any work day for a five-day, forty-hour-a-week employee; or
2. In excess of ten (10) hours in any work day for a four-day, forty-hour-a-week employee; or
3. In excess of forty (40) hours in any FLSA work week.
4. In excess of nine (9) hours in any work day for employees working a 9/80 schedule.

13.10 Compensatory time accruals shall be unlimited throughout the year provided that no employee may accrue over a maximum of one hundred (100) hours by the end of the last December payroll cutoff. At the time overtime is incurred, the employee must determine whether to be paid or to take compensatory time. Accrued compensatory time will be cashed out at the employee's option and requests must be made by the semi-monthly payroll cutoff date. Any compensatory time accrued at the time of separation from employment shall be cashed out and added to the employee's paycheck. Compensatory time off may be used at the discretion of the employee with supervisor's consent.

13.11 Receiving Work Telephone Calls at Home: An employee who is called during non-working hours for work related business and who is not required to report to a work site, shall receive pay in fifteen (15) minute increments. This provision does not apply to telephone calls regarding work scheduling or work site directions.

13.12 Off Duty Telephone/Computer Work at Home: An employee directed by their supervisor to perform work from an offsite location outside of their regular scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.

13.13 Time Charging Provisions Pertaining to Time Worked:
Rounding Rule: Time charged for compensation for time worked shall be subject to rounding to the nearest one-quarter (¼) of an hour. For example, an employee who works less than (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one-quarter (¼) of an hour.

13.14 Fatigue Time
Both parties agree that employee safety is the top priority, especially when overtime is worked. A supervisor may relieve an employee from duty or adjust an assignment whenever fatigue may affect the employee's ability to work safely.

Except in the case of an emergency and as authorized by the appropriate Department Head, or their designee, an employee shall not work more than sixteen (16) total hours, including the regular shift and any overtime or callbacks, between the start of one regularly scheduled shift and the start of the next regularly scheduled shift. An employee shall notify their supervisor as soon as practicable when assigned work may reach that limit. Before authorizing additional work, the supervisor will consider reassigning the work or calling in another qualified employee.

The paid fatigue time provided under this section applies only when the City directs or requires the overtime work. Overtime voluntarily accepted by an employee does not qualify for paid fatigue time, except for work required during an on-call assignment. The City's limits on work hours and the supervisor's authority to address fatigue apply regardless of whether the overtime was required or voluntary.

An employee shall receive eight (8) consecutive hours off duty before returning to work if the employee:

1. Has worked at least sixteen (16) total hours, including the regular shift and any overtime or callbacks, between the start of their regularly scheduled shift and the start of their next regularly scheduled shift (excluding days off – each day resets the sixteen (16) hour count); and
2. Has fewer than six (6) hours between being released from duty and the start of their next regularly scheduled shift.

The eight (8) hour rest period begins when the employee is released from duty and ends when the employee is required to report for their next shift. Travel time to the employee's work location shall be included within the eight (8) hour rest period and shall not extend the required rest period. If the eight (8) hour rest period extends into the employee's next regularly scheduled shift, the employee will be paid at their straight-time rate for the scheduled hours missed during that rest period. The employee's regular shift end time will remain unchanged.

At the manager's discretion, an employee may be excused from returning to work when the rest period ends near the conclusion of their regularly scheduled shift. Such approval shall be based on operational needs, the amount of time remaining in the shift, and the benefit of allowing the employee additional rest. When approved, the employee shall receive straight time pay for the remaining scheduled hours without being required to use accrued leave.

If the City requires an employee to work during the eight (8) hour rest period to address an emergency, the employee will be paid double time (2x straight time rate of pay) for the hours worked. A new eight (8) hour rest period will begin when the employee finishes that work.

Employees shall not intentionally extend an assignment or delay completion of work for the purpose of qualifying for paid fatigue time. A violation may result in discipline, up to and including termination.

ARTICLE 14
COMPENSATION

14.1 Compensation Adjustments

The applicable pay plan and cost-of-living adjustments for the duration of this agreement are attached hereto and incorporated herein by reference as Appendix A.

Effective January 1, 2027, all employees in the bargaining unit shall receive salaries as outlined in Appendix A. These scales are inclusive of market wage adjustments and a cost-of-living increase for 2027.

Effective January 1 of each subsequent year of this agreement (2028-2030), all employees in the bargaining unit shall receive a wage increase of three and one-half (3.5%) percent as outlined in Appendix A.

The parties agree to meet in a JLMC in June 2028 to discuss parameters, comparable entities and a process for a mid-contract review of base wage salaries for all positions in the bargaining unit. Any wage adjustments in excess of those outlined in Appendix A are subject to council approval and, if authorized, would take effect January 1, 2029.

14.2 Salary Step Plan - Newly hired entry-level employees may be hired in at any step, but no higher than step 4. Entry level positions are those with a “I” after the position title. All other positions in the unit may be hired in at any step. An employee may be granted a step increase to any higher step subject to satisfactory completion of probation as determined by the department head. Thereafter, an employee will be considered for a further step increase after twelve (12) months in each step of the pay plan subject to a satisfactory performance review by the supervisor.

A. Performance Review - If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head.
B. Appeal of Performance Review - Employees who have a step increase withheld due to an unsatisfactory performance review may appeal the review using the grievance procedure.

14.3 Personal Vehicle Mileage Reimbursement: Employees who are authorized by the Employer to use their personal vehicles for City work shall be compensated for mileage at the current IRS rate.

14.4 All qualified employees in a department shall have an opportunity to sign up for on-call duty. All on-call duty shall be offered on a seniority basis, starting with the most senior qualified person. The Public Works Director, or their designee, shall prepare and post an on-call schedule for affected employees to be posted at least one month in advance of the effective date of the schedule. If applicable, the employees may trade assigned on-call shifts with other employees that are qualified to do so with prior notification to the appropriate supervisor. Such trades shall not incur any additional cost to the city.

14.5 Employees who are assigned to on-call are required to be readily available for dispatch by cell phones or home phone.

14.6 On-Call Duty Assignments: Employees who are on-call must be fit for duty and respond to the assigned duty station in approximately 40 minutes. Employees who are assigned to on-call status shall receive an allowance as follows:

A. Two hundred twenty dollars ($225) per weekend, which shall include the hours between the end of the employee’s normal working day on Friday and the beginning of the normal working day on Monday.
B. Forty-five dollars ($45) per evening, which shall include the hours between the end of the employee’s normal working day and the beginning of the following normal working day, Monday through Thursday of the week.
C. Seventy-five dollars ($75) per holiday, which shall include the hours between the end of the employee’s normal working day which precedes the holiday and the beginning of the normal working day following said holiday. In this context, holidays are defined as the day which is observed by the City as the holiday.

D. Should the actual holiday for the Fourth of July, Christmas or New Year's Day fall on a Saturday or Sunday, the employee on call that day shall receive an additional $75 for the holiday.

14.7 The employer will attempt to meet its on-call requirements on a voluntary basis among the employees. In the event there are insufficient volunteers to meet the requirements, the employer may require the necessary qualified employees starting with the least senior.

14.8 All members of the bargaining unit shall receive paychecks via direct deposit.

ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

15.1 Definitions:

A. Promotion:

1. Definition: A promotion is an appointment to a classification with a higher pay range as a result of a formal hiring recruitment process.
2. Pay Adjustments Upon Promotion: The base pay of a newly promoted employee will be at least two (2) step increases or a minimum of six percent (6%) higher than their base pay in the lower classification provided however, that the salary shall not exceed the top of the pay range as a result of the promotion. Regular employees working out of class or that were placed in a temporary position prior to promotion will receive their pay increase based on their regular position's pay rate at the time of promotion.

B. Anniversary Date Upon Promotion: The employee's anniversary date for wage increases will be the date of appointment to the higher classification. If the employee was working out of class or was placed in a temporary position prior to promotion, the employee's anniversary date shall be the date of appointment to the temporary position.

C. Failure to Complete Probationary Period After Promotion: The probationary period for promoted employees is six (6) months. If the employee does not successfully pass the probationary period, they shall be reinstated without any loss of seniority to their former normal progression range/step provided the pay rate shall not exceed the normal rate for the position to which the employee is being reinstated.

D. Demotion:

1. Definition: A demotion is an appointment to a classification with a lower pay range than in the preceding classification.
2. Pay Adjustments Upon Demotion: When a demotion occurs and the employee's pay falls above the top of the lower pay range, the pay shall be reduced to be equal to the top step of the lower pay range. The Employer will not use demotion in disciplinary actions.
3. Anniversary Dates Upon Demotion: A demoted employee's anniversary date for wage increases will be the date of demotion.

E. Reinstatement:

1. Step Placement Upon Reinstatement: Employees reinstated to the same classification from a recall list, after voluntary demotion, or after

a leave of absence shall resume employment at the previously held salary grade and step. If an employee is reinstated to a different classification, the beginning salary will be the step within the salary grade most appropriate to qualifications and related experience.

2. Benefits Upon Reinstatement:
   a. Employees who are reinstated within eighteen (18) months shall accrue vacation at the accrual rate previously held.
   b. Reinstated employees will have the applicable employee benefits such as medical, dental, and life insurance reinstated at the beginning of the month after recall.
3. Anniversary Dates Upon Reinstatement: The anniversary dates of reinstated employees will not be adjusted if reinstatement occurs within thirty (30) calendar days.

F Transfer:

1. Definition: A transfer is a lateral appointment to another position with the same pay range. The same rules for step placement and establishing anniversary dates apply whether the transfer occurs within the bargaining unit or from outside the unit.
2. Pay Adjustments Upon Transfer: If an employee receives a lateral transfer as defined above, there will be no change in pay.
3. Anniversary Dates Upon Transfer: The employee's anniversary date will remain unchanged.
4. Failure to complete Probation: If the employee does not successfully pass the probationary period, they shall be reinstated without loss of seniority to their former normal range/step. The probationary period for employees transferred shall be three (3) months or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed nine (9) months.

15.2 Temporary Work in a Higher Classification:
An employee who is temporarily assigned the duties and responsibilities of a higher-level position shall be paid at a rate one step or a minimum of three percent (3%) above their current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as Water Supply Operator, Sewer Maintenance Worker and Lead Workers (Streets, Storm, Water, Sewer, Facilities, Wastewater, Grounds, Mechanic, Sanitation).

An employee who is temporarily assigned the duties and responsibilities of a Senior Maintenance Worker (Streets, Storm, Water, Sewer, Grounds) for more than five (5) consecutive workdays, shall be paid at a rate one step or a minimum of three percent (3%) above their current rate of pay, or at the entry rate of the higher job class, whichever is greater. Out-of-class pay will be paid for all hours worked in this capacity beginning day one (1).

An employee who is temporarily assigned the duties and responsibilities of the Fleet Supervisor, Water/Sewer Operations Manager, Public Works Operations Manager or the Wastewater Operations Manager shall be paid at a rate of two steps or a minimum of six percent (6%) above their current rate of pay, or at the entry rate of the supervisor job class, whichever is greater.

All of the following conditions must be met for an employee to receive the out-of-class pay:

A. The position is currently vacant; OR, the employee normally filling the position is on authorized leave; OR, the employee normally assigned to the position has been temporarily relieved of their regular duties to complete a special project approved by their supervisor; OR, the workload has been temporarily increased; and

B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment should normally include a written directive from the employee's supervisor; and

C. The employee is so assigned and actually works the assignment for a period of more than four (4) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than eight (8) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment.

The same employee shall not be assigned to the higher-level duties for more than six (6) consecutive months unless specifically approved by the city administrator for extenuating circumstances. An extension of an out-of-class assignment beyond twelve (12) months must be approved by the City Council. The Union will be given notice of any such extensions.

The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's regular rate of pay except when the assignment is for more than one month. When assigned for more than one month, the employee shall receive the out-of-class pay for leave taken during the out-of-class assignment.

15.3 Reclassification:

A. Purpose: The Employer shall maintain written job classifications and allocate each position within the bargaining unit to the appropriate classification. Classifications group together positions requiring similar tasks, responsibilities, knowledge, abilities and skills. It is the intent of this plan to assure essentially equal pay for essentially equal levels of work, serve as a tool for managers in defining work assignments for employees, make internal and external salary comparisons and provide a basis for the recruitment and selection of qualified employees.

Written specifications for each class are to be descriptive but not restrictive, include a brief description of the nature of work, list representative examples of duties, state the knowledge, abilities and skills required, and the minimum qualifications for the position.

B. Review of Positions: A request for a review of a position may be made by either department head or designee and/or an incumbent employee to determine whether or not the position has been properly allocated to a classification or to determine the accuracy of an existing position description.

Appeal - An employee who believes that significant factors have changed in job content, or significant factors have been overlooked in the reclassification of a position to a particular class may bring those factors to the attention of the department head for reconsideration. The department head shall review the position to verify the claim of the employee. If the department head agrees, he shall forward the reclassification to the Mayor or designee for action.

If the matter cannot be resolved at this level, the employee may request the Joint Labor/Management Committee (JLMC) to review the reclassification. In reviewing the position, the JLMC shall take into consideration the duties assigned to the employee in relation to the written job classification. The JLMC may receive written or oral information from the department head and/or the employee. The JLMC shall make a recommendation to the Mayor or designee for a final determination as to the allocation of the job to the classification. The JLMC shall establish its own rules and procedures for the review of jobs. Creation of and/or placement of new positions in the salary schedule are subject to City Council confirmation.

Reclassification to a Lower Classification or Salary Range: An employee who is assigned to a lower position as a result of a reclassification and whose pay rate falls within the new pay range will continue to receive their current pay rate within the new pay range. Employees who are assigned to a lower job classification and whose pay rate falls above the new pay range, shall not have their pay rate reduced. However, they will not be eligible to receive any general salary adjustment increases or step increases until the rate of pay falls within the pay range for the job classification.

Reclassification to a Higher Classification or Salary Range: An employee whose position is reclassified to a higher classification may be placed at any step within the new pay range.

C. New Positions: When a new job classification is proposed or an existing one is to be changed, the Employer will submit a description and a proposed salary scale to the Union. Any issues raised by the Union may be taken to the Labor-Management Committee. Any unresolved differences of opinion between the parties in regard to wages will be subject to negotiations. Any unresolved differences of opinion between the parties in regard to a

position's inclusion into or exclusion from the bargaining unit shall be submitted to the Public Employees Relations Commission for resolution.

ARTICLE 16
PENSIONS

16.1 PERS Membership: Eligible employees shall be eligible for participation in the Washington Public Employees Retirement System (PERS).

ARTICLE 17
DISCIPLINARY ACTION

17.1 Discipline – The Employer may only discipline or discharge an employee for just cause.

17.2 Levels of Discipline - The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. Employee coaching performed by a supervisor is not considered discipline. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Disciplinary action or measures shall include the following:

(a) Verbal reprimand;
(b) Written reprimand;
(c) Suspension without pay;
(d) Discharge.

17.3 Disciplinary Meetings and Investigations - In disciplinary investigations or meetings, an employee shall be afforded all Constitutional rights customarily associated with the Weingarten and Loudermill cases. A Union representative shall be present during any disciplinary interview or meeting, which could reasonably be expected to lead to disciplinary action unless specifically waived by the employee. Employees shall have the right to choose which Steward will represent them provided the Steward is able to be present within a reasonable period of time.

17.4 Employee Coaching - Employee coaching shall be carried out in such a manner as to make certain the employee is clear about the coaching not being part of the formal disciplinary process and the Employer has the right to make a notation of such coaching in the supervisory file.

17.5 Suspensions and Discharge - In the case of suspension or discharge, employees shall be provided written notice of the reason(s) for such action and shall be entitled to respond to the reasons for recommended discipline before such action is taken. A Union representative shall be present during such meetings. If an employee is suspended prior to or during an investigation, they shall be in paid status pending disciplinary action.

17.6 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

17.7 Probationary Employees - The provisions of this Article shall not apply to newly hired employees serving a six (6) month probationary period or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this Agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.

17.8 Manner of Accomplishing Disciplinary Reprimands: If the Employer has reason to reprimand an employee, a reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

17.9 Appeal Rights:

A. A verbal reprimand is not grievable.

B. A written reprimand may be reviewed through Steps 1, 2 and 3 only of the grievance procedure set out in Article 18 - Settlement of Disputes.

C. An employee who is reduced in pay, suspended or terminated shall have the right to formally grieve within fifteen (15) calendar days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline.

ARTICLE 18
SETTLEMENT OF DISPUTES

18.1 The purpose of this grievance procedure is to provide an orderly method for resolving grievances. A reasonable effort shall be made to settle grievances at the lowest possible level in the grievance procedure. A grievance is defined as a dispute regarding the application, interpretation, or implementation of the specific provisions of this Agreement.

18.2 The following steps shall be observed in the grievance procedure:

Step 1: The Union or any employee who believes that he/she may have a grievance arising out of the terms of this Agreement may personally, or through their representative, request a meeting with the immediate non-union supervisor within fifteen (15) calendar days of the occurrence. An employee or Union representative is expected to discuss any grievance arising hereunder initially with the immediate supervisor. The supervisor may respond within fifteen (15) calendar days.

Step 2: If the supervisor does not respond within the fifteen (15) calendar days or if no satisfactory settlement is reached in Step 1, the employee and the Union may submit the written grievance to the department director within fifteen (15) calendar days. The department director shall present their determination in writing to the affected employee and the Union, within fifteen (15) calendar days of receipt of grievance. Time limits may be extended by mutual agreement of the parties.

Step 3: If the department director does not respond within the fifteen (15) calendar days of receipt of a timely filed grievance, or if no satisfactory settlement is reached in Step 2, the employee and the Union may submit the written grievance to the City Administrator within fifteen (15) calendar days of the department director's response, or within fifteen (15) calendar days from the expiration of the department director's time for responding. The City Administrator or their designee shall present a written determination to the affected employee and the Union within fifteen (15) calendar days. Time limits may be extended by mutual agreement of the parties.

Step 4: Grievance Mediation (Optional).
If the grievance is not settled at Step 3, the Union and the City may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

Step 5: Arbitration.
If the grievance cannot be resolved at Step 3 or 4, the Union may submit a request for arbitration to the City Administrator within twenty (20) working days from the date the decision was rendered at Step 3 or 4.

The parties may mutually agree on the selection of an arbitrator. In the event the parties cannot agree on an arbitrator, Federal Mediation and Conciliation Service (FMCS), the Public Employment Relations Commission (PERC) or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking names from the list. The parties shall flip a coin to determine who will strike the first name, then each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

18.3 Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after their selection. After completion of the hearing, the arbitrator shall render a decision within thirty (30) working days or as soon as possible, unless an extension of time is agreed upon as provided for herein.

18.4 Limitations - Scope - Power of Arbitrator:

A. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

B. The arbitrator shall have the power only to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

C. The arbitrator shall also have the authority to receive evidence and question witnesses.

18.5 Arbitration Award - Damages - Expenses:

A. The arbitrator shall not have the authority to award punitive damages.

B. Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and the expenses of the arbitrator shall be borne by the losing party.

C. The arbitrator's written award shall be final and binding on all parties.

18.6 <u>Representation of Employees</u>:

A. The Union is the Exclusive Representative of bargaining unit employees with respect to conditions of employment governed by this agreement. An employee may file a grievance and process it in Steps 1, 2 and 3 of the grievance procedure without the assistance of the Union; however, departure from the grievance procedure described herein shall automatically nullify the Union's obligation to process the grievance. However, the decision to mediate or arbitrate a grievance is a determination to be made by the Union and/or the Employer. Attorneys who do not represent the Union or the City may appear at the grievance meetings and hearings only at the mutual consent of the Union and the City.

B. Whether or not the employee seeks Union assistance, the Union must be given the opportunity to be present when a settlement offer is made, and any settlement must be consistent with the terms of this Agreement.

C. The names of stewards will be certified to the City by the Union. Upon notification to the employee's Supervisor of the name of the grievant and the basis of the grievance, or the name of the subject of a disciplinary investigation interview, the steward responsible for the grievant work area may investigate and process the grievance or investigation interview at the work site during working hours without loss of pay, subject to prior approval by the Administrative Services Director or their designee and further subject to such activity not interfering with the productivity and efficiency of work and services. If such activity, as determined by the Administrative Services Director or their designee, will interfere with productivity and services, then such investigatory activity shall be conducted during non-work hours. Employees meeting with their steward to process a grievance will also be

permitted to do so without loss of pay during working hours, subject to prior approval by the Administrative Services Director or their designee.

ARTICLE 19
PRODUCTIVITY

19.1 The Employer and the Union agree that each is jointly responsible for developing and maintaining a high level of efficiency for providing routine and emergency public works services. Productivity, the ability to increase service with a minimum of man-hours, together with innovative practices to achieve this goal will be the responsibility of all parties to this Agreement.

19.2 All individuals who are employees of the City shall, individually and collectively, perform efficient work and service; shall avoid and discourage waste of materials, time and manpower; shall use their influence and best efforts to protect the property of the Employer and its interest and to prevent the loss of tools and materials; and shall cooperate with the Employer in promoting and advancing the welfare of the Employer and the service at all times.

19.3 Nothing herein shall be contrary to the responsibilities of management as expressed in the Management Rights article.

19.4 Workloads and Standards: In addressing the assigned workload, the employee's Supervisor may establish reasonable job performance expectations and standards, and may, from time to time, revise them. Such expectations and standards shall be posted or individually stated to each affected employee, in order to ensure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

19.5 Employee Development and Training:

1. Voluntary Training – Voluntary training or education which directly relates to an employee's current position or department function, and which leads to a degree, registration or certification, shall be reimbursable in accordance with the City of Camas Tuition Reimbursement Program.

2. Mandatory Training - City-sponsored training which is required of the employee shall be paid for by the City. Attendance and travel time in excess of the standard workday will be compensated in conformance with the FLSA. Travel and costs for meals and lodging shall be reimbursed in conformance with the City's travel and meal policies.

ARTICLE 20
SENIORITY

Seniority is the length of continuous employment of an employee with the Employer. All other factors being equal, seniority and qualification shall be observed with respect to

promotions, transfers and layoffs. Seniority ties based on date of employment shall be broken by date of application for employment with the City.

20.1 An employee who returns to work as agreed at the end of an unpaid leave of absence retains their original employment or seniority date, except if the leave of absence is of a duration of longer than thirty (30) calendar days. The employee's seniority date will be adjusted on a day-for-day basis after the thirty (30) calendar day leave period.

20.2 An employee who is re-hired after services have been terminated with the Employer (by resignation, reduction-in-force, etc.) will have a new employment or seniority date.

20.3 In Computing Seniority for Regular Employees, the Following Factors Will be Considered:

1. Regular part-time work will count on a pro-rated basis.
2. Time on authorized leave taken with pay will count.
3. When an authorized leave without pay exceeds thirty (30) calendar days, no time spent on that leave will count.
4. Time in excess of six (6) months spent in a classification not represented by this bargaining Unit will not count except for purposes of vacation accrual.
5. Time spent in on-call or overtime status will not count.
6. When a layoff exceeds thirty (30) calendar days, no time spent on layoff will count.
7. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.
8. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall.
9. Up to six (6) months spent in a probationary appointment that is not completed will count toward the employee's previous classification unless such probationary period was in a classification outside the bargaining unit.

20.4 Seniority Application: Seniority determinations shall have no application to retirement matters.

20.5 Posting Process:

A. Seniority List Posting: Lists showing seniority within Bargaining Unit classifications shall be provided to the Union and posted on all Union bulletin boards on request.

B. Seniority List Appeal Process:

1. Errors on New Lists: Employees who have concerns about the calculation of their seniority shall notify the Administrative Services Director with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) calendar days of their initial consultation with the Administrative Services Director. If no grievance is filed within that time, the seniority calculation Is deemed correct.

ARTICLE 21
LAYOFF AND RECALL

21.1 Layoff: Layoff means the reduction in number of employees in budgeted positions within the bargaining unit. The Employer has the exclusive right to determine whether a layoff is necessary for reasons of lack of funds, and lack of work. The Employer shall give thirty (30) days' notice of such layoffs except in cases of emergency.

21.2 Definitions:

A. Continuous Service: Means uninterrupted employment with The City of Camas subject to the following provisions:
   1. Continuous service is terminated by voluntary or involuntary termination including discharge for cause.
   2. Personal unpaid leaves of absence longer than thirty (30) calendar days shall be considered interruption to continuous service.

B. Bumping: Refers to the process whereby the more senior employee in a classification displaces a less senior employee subject to the provisions of this Article. Bumping may result in an employee occupying a position equivalent or lower than their current position.

C. Classification: Refers to a position or positions with a unique job title and similar duties and responsibilities.

D. Equivalent Classification: Refers to matching by the Human Resources Director or their designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

E. Classification Previously Held: Refers to a classification or its equivalent classification in which the employee gained regular status and for which he or she continues to qualify.

F. Reassignment: Refers to an employee being transferred into a currently unoccupied position during the bumping process. The new position may be equivalent or lower than the position previously held.

G. Recall: Refers to the process when budgeted positions become available after a layoff and are offered to those who have been laid off, according to the rules of this Article.

H. Regular Employee: Refers to the status an employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.

I. Lateral Classification: Refers to a classification or its equivalent classification which has the same pay range as the employee's current classification.

J. Affected by Layoff: Refers to an employee who was demoted, laid off, or reassigned as a result of a layoff process under the provisions of this Article.

K. Regular Appointment: Refers to the appointment of an employee to a budgeted position.

21.3 Order of Layoff and Bumping: Layoffs are identified by position within a classification by the Employer.

A. If layoff/reduction in force vacates a classification which consists of only one (1) position filled by one (1) employee, that employee will be affected by layoff as provided in this Article.

B. In all other cases, those employees least senior and least qualified occupying position(s) to be eliminated shall be designated as affected by layoff.

21.4 Reassignment and Bumping Process: Employees designated as affected by layoff shall then begin the reassignment and /or bumping process as follows:

A. Reassignment of employees to vacant positions, if available, will take precedence over bumping another employee.

B. If bumping is necessary, the least senior employee in the affected classification will be bumped.

C. If bumping is to occur per section 21.3—- Order of Layoff and Bumping, employees will be moved to the classification previously held that results in the least reduction in pay. Seniority in a higher classification shall count in the new classification.

D. Regular employees who are bumped out of a position, shall be designated as affected by layoff and will then participate in the reassignment and/or bumping process, as defined in this Article.

E. Employees who are offered a position pursuant to these provisions and do not accept that position will be deemed to have resigned.

21.5 Layoff Rules:

A. Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units:

1. The only non-bargaining unit employees, confidential employees or members of other bargaining units who may bump into the bargaining unit are those who have previously been a member of the Bargaining Unit or who were in a classification which subsequently became part of this unit.
2. Only time served in the bargaining unit shall apply for bumping purposes.
3. Bargaining unit employees shall not be demoted, reassigned, bumped and/or recalled into other bargaining units. However, the Employer may give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled for non-bargaining unit vacancies for which they qualify. The Employer may also give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled over non-City applicants for vacant positions in other bargaining units for which they qualify, unless prohibited by law or civil service rules.

B. Layoff Processing for Non-Regular Employees:

1. Within an affected classification and department, temporary, non-regular probationary employees who do not have regular status and who are occupying budgeted positions within the bargaining unit will be terminated before employees with regular status are affected by layoff. Limited term employees can be bumped but have no bumping rights. Employees without regular status who are terminated will not be placed on recall lists and do not have bumping rights.
2. A bargaining unit employee who has not completed a probationary period following promotion to a regular position covered by this agreement and is affected by layoff may be reassigned or bumped

back into the position previously held subject to the provisions of this Article.

3. Probationary employees terminated or demoted in accordance with paragraph 1 and paragraph 2 above will be placed on recall lists for one (1) year from the date of their termination or demotion. They will be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary employees who are reinstated will be treated as if they have been on a leave of absence from the classification for purposes of computing seniority and length of probationary period.
4. Employees will not be placed in a classification with a higher pay range except by normal promotion procedures.

C. Layoff Processing for Employees on a Leave of Absence without Pay:

1. Employee Notification: Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the Employer to be affected by an upcoming layoff process will be notified in writing and given an option to return to work from leave.
2. Use of Positions During the Layoff Process: If no response is received by the Employer within five (5) calendar days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this Article.
3 Recalculation of Seniority After Leave of Absence Without Pay: All employees on leave of absence without pay that exceeds thirty (30) calendar days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority.

21.6 Notice and Recall List:

A. The Employer will provide the affected employees and the Union with thirty (30) calendar day's written notice of an impending layoff except in the event of an emergency. In an emergency, the Employer will provide as much notice as is practicable under the circumstances. Employees who are laid off are eligible for recall subject to the criteria above and if their layoff period has not exceeded eighteen (18) months from the date of layoff.
B. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.
C. Employees will remain on a recall list for eighteen (18) months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:
    1. Upon written request of the employee; or
    2. Upon their retirement; or
    3. Upon being recalled from the list; or
    4. Upon declining an offer of regular employment status; or

5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within five (5) calendar days after receiving the notice of recall; or
6. Disciplinary termination for cause.

D. Employees who are laid off and are on recall list(s) and return to regular City employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

21.7 Recall:

A. Employees on a recall list will be reinstated in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position and subject to the criteria in section 21.5. Employees who are not recalled may request within ten (10) calendar days, and the Employer must provide within ten (10) calendar days, a justification for that decision. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.

B. An employee who believes they should have been recalled may have their status reviewed and processed according to the provisions of Article 18 – Settlement of Disputes.

21.8 Special Provisions to Save Employees from Layoff: It is recognized by the parties that employees who are to be laid off or involuntarily demoted face difficult circumstances in being placed in alternative employment within the City. Any such employee who is reassigned to a classification not previously held shall be subject to a trial service period of six (6) months to demonstrate their ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the Employer, are unsuccessful during this six (6) month trial service period will be removed from their new classification and placed on the appropriate recall list.

ARTICLE 22
VACANCIES AND POSTINGS

The Employer and AFSCME recognize the importance of creating and maintaining opportunities for career advancement for current employees as well as the importance of recruiting the best possible candidates for open positions.

Posting of Vacant Positions:
Vacant positions within the bargaining unit will be posted for a period of seven (7) working days, during which time internal bargaining unit applicants may apply. The posting will include, at a minimum, a description of the work to be performed, the requirements and qualifications of the position, and the rate of pay.

Employees interested in applying for a posted position must submit a letter of interest, resume, and any additional materials showing they meet the qualifications. All application materials must be submitted within the time limit stated in the job announcement.

Process:
The Employer will review the application materials of any internal candidates to confirm the applicant is qualified. Qualifications will be listed on the job announcement and the applicant must clearly address these qualifications in their application materials.

If there are qualified internal applicants for a position, including employees wishing to transfer, promote or demote into the position, the Employer will interview all qualified internal applicants within the bargaining unit.

The Employer may conduct testing, exercises and/or interviews to determine qualifications.

The interview panel for internal applicants will include one (1) bargaining unit member who is selected by the Employer. This is voluntary and members who are invited to participate on a panel may decline the request.

Selection:
The Employer shall employ merit principles and shall select candidates for vacancies on the basis of their relative qualifications exhibited in their application materials, interview question responses, testing results and other information obtained during the application process.

If the Employer deems that no internal applicants are qualified or receives no internal applicants, the position will be posted externally.

If the Employer elects not to fill a vacancy at any time after posting has occurred, nothing in this article shall require the Employer to fill the vacancy.

In the event of a tiebreaker, all other qualifications being equal, seniority will prevail as the deciding factor in selecting a candidate.

The employer, upon the request of applicants not selected for the position, will provide, in writing, the reasons for not being selected.

Internal Movement Frequency
A current employee who successfully transfers, voluntarily demotes or is promoted must serve at least one (1) year in the new position before the employee is eligible to pursue another internal vacancy.

Newly hired employees must serve at least one (1) year in the position they were hired into at the city before the employee is eligible to apply for an internal vacancy.

Exceptions may be granted after consultation between the Department Head, Administrative Services and the affected division managers.

ARTICLE 23
PERSONNEL RULES AND RECORDS

23.1 Personnel Rules: Changes to the City Personnel policies will be provided to the Union by the Employer within five (5) calendar days after publication and shall be effective immediately thereafter, except in the event of an emergency, in which case no prior notice is necessary and the changes shall be effective immediately. Notice of significant non-legal changes to the Personnel Rules and Code which would affect the employees in this bargaining unit will be provided to the Union prior to adoption for purposes of review and comment; provided, however, such review and comment shall not constitute an obligation to bargain about the changes.

23.2 Personnel Records and Information:

A. Definition: For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by Human Resources.

B. Access to Personnel File Materials: The employee and the employee's Union representative shall have the right to inspect the full contents of the employee's personnel file, provided the Union's access will be limited to the purpose of administering the collective bargaining agreement. No complaint may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging only that they have read the contents of the document. Employees shall be provided copies of all disciplinary notices and at the employees' request, performance evaluations before such material is placed in the personnel file. The employee is required to acknowledge receipt of the materials in writing. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation.

C. Removal of File Materials:

1. Verbal reprimands may be memorialized in writing for the purpose of preparing future disciplinary actions or employee performance evaluations but will not be placed in the employee personnel file.
2. Written reprimands will be removed from an employee's personnel file after one hundred eighty (180) days from the date said action was finalized provided that no further written reprimands have been issued within the one hundred eighty (180) day time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one hundred eighty (180) days from the date of the latest written reprimand. In any event, the one hundred eighty (180) days may be extended to three hundred sixty (360) days depending on the seriousness of the circumstances. If another written reprimand has been issued within the three hundred sixty (360) days' time period, then both written reprimands shall remain in the personnel file for an

additional three hundred sixty (360) days from the date of the last written reprimand.

3. Any discipline above written reprimands (suspensions, etc.) will be removed from an employee's personnel file after one (1) year, provided no additional disciplinary action (written reprimand or higher) has been imposed. In the event any additional discipline has been issued, both records will remain in the personnel file for two (2) years.
4. It is the employee's responsibility to make the request to Human Resources to have reprimands removed from their personnel file.

ARTICLE 24
GENERAL PROVISIONS

24.1 No Discrimination: The parties agree that discrimination and harassment in the workplace is prohibited.

A. Contractually Prohibited:

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion and national origin unless bona fide job-related reasons exist in accordance with applicable laws.
2. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement provided that this responsibility shall be limited to those matters under the Union's influence and control.

24.2 All references to employees in this contract designate both sexes, and wherever male gender is used, it shall be construed to include male and female employees.

24.3 Employer Complaint Procedure: The Employer will maintain a complaint procedure for allegations of discrimination.

24.4 Sexual Harassment: No employee(s) shall be subjected to, nor shall any employee(s) perpetrate, unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s). Employees agree to comply with the Anti-Harassment policy.

24.5 Agreement, Work Rules and Changes: The Employer will provide new employees with a copy of the Agreement. The Employer will furnish each employee with a copy of the City policies.

24.6 Clothing Allowance: All non-probationary bargaining unit employees will receive a clothing allowance in January of each year.

For 2027 and 2028, the clothing allowance shall be $900.
For 2029 and 2030, the clothing allowance shall be $950.

The clothing allowance shall be compensation for personal work gear including such things as the following:

- Work Boots
- Muck Boots
- Rain Gear (top and bottoms)
- Winter Coats
- Daily work wear, including shirts, pants, socks, etc.

The Employer will provide the following work gear in addition to any State or Federal mandated required safety equipment:

- Safety Equipment, including hard hats, vests (with City Logo), goggles, etc.
- Latex Gloves
- Baseball Hat with City Logo
- Stocking Cap with City Logo
- Work Gloves

Employee work gear must be in satisfactory condition and be appropriate to wear to work keeping in mind the employee is a representative of the City during working hours. Additionally, the City follows all fair bidding laws and encourages equal opportunities for all vendors. As such, employees may not wear articles of clothing that contain logos or company names of contractors or vendors that have worked for the City or have the potential to work for the City.

If the Employer determines that clothing worn by the bargaining unit employees is not appropriate, the employee will be asked to remove the article of clothing or use accrued leave to go home and replace the clothing with suitable work gear.

Newly hired employees shall receive their full clothing allowance in their first paycheck after beginning employment. The following January, the allowance shall be pro-rated based on their date of hire the previous year.

24.7 If the provisions of this Agreement address a subject matter, then those provisions shall prevail. If a subject matter is not addressed in this Agreement, the ordinances, policies and procedures of the City shall prevail.

ARTICLE 25
SAVINGS CLAUSE AND FUNDING

If any provision of this Agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction or through a final decree of the State government, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any invalid provision of this Agreement shall be declared as described above, they shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

25.1 Entire Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties. Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the Employer be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

25.2 All future negotiations will be conducted exclusively between the designated representatives of the Mayor and Union. Negotiations for a new collective bargaining agreement shall begin not less than four (4) months prior to the termination of the current agreement. Employees participating in the negotiations shall serve in that capacity with no loss of pay and shall be compensated at the regular rate of pay. The number of such employees participating will be mutually agreed to. Ground rules will be established at the commencement of negotiations.

ARTICLE 26
CONTRACTING OUT

26.1 The Employer has the right to contract out or subcontract work previously or historically contracted out or subcontracted without negotiating about the decision and/or its effects.

26.2 The Employer has the right to contract out or subcontract work not previously contracted out provided the following conditions are met. The Employer will provide the Union with written notification of its decision to contract out a minimum of ninety (90) calendar days prior to the anticipated date for contracting out services. If the Union provides written notification to the Employer that it wishes to discuss the Employer's decision and its effects then the parties shall meet within the ninety (90) calendar day time period to meet and discuss the Employer's decision and its effects. If during this ninety (90) calendar day time period the parties are unable to mutually agree regarding the decision and its effects and if the Employer determines it is still necessary to proceed with its decision to contract out or subcontract work then the Employer is free to proceed with contracting out services. The ninety (90) day period may be waived upon mutual agreement by both parties.

26.3 The notice and meeting provisions of this Article regarding the Employer's decision to contract out or subcontract and its effects shall not apply in situations where the Employer contracts out or subcontracts work to provide services in the event of an emergency as defined in this Agreement.

ARTICLE 27
NO SMOKING POLICY

The No Smoking Policy which was mutually agreed upon between the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement and any changes to said policies shall be by mutual agreement.

ARTICLE 28
SUBSTANCE ABUSE POLICY AND PROCEDURES

The Substance Abuse policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement and any changes to said policy shall be by mutual agreement. Said policies and procedures are a part of this Agreement. The parties agree to comply with the Federal CDL requirements as set forth in the Substance Abuse policy and according to federal law.

ARTICLE 29
COMMERCIAL DRIVERS' LICENSES

29.1 All employees in applicable positions who are medically and physically qualified are expected to obtain and maintain a commercial driver's license with such endorsements as necessary to operate vehicles assigned to their work unit. No employee who fails to obtain this type of driver's license for medical/physical reasons shall be disciplined.

29.2 All employees who are in possession of a Washington State Class B CDL shall be required to obtain a Class A CDL within six (6) months of their date of hire.

Newly hired non CDL and Class B CDL holders shall be scheduled to attend CDL training after their initial probationary period has ended, if a Class A is required for their position.

The city will pay for tuition and certain educational expenses incurred in obtaining a Commercial Drivers' License (CDL) at a training facility.

All employees required to attend CDL training agree to the terms of the City of Camas CDL Tuition Repayment Agreement.

The city will provide the required medical/physical examination provided that, at the city's option, the city may reimburse the employee for a physical examination by a physician of the employer's choice. An employee wishing to use their own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.

All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.

The employer will make a reasonable effort to reassign an employee who loses their CDL, for up to one (1) year, to a job that does not require a CDL.

ARTICLE 30
CONTRACT LENGTH, CHANGES AND RENEWAL

30.1 The effective date of this Agreement is January 1, 2027, except as otherwise indicated and except for contract language changes which shall be effective from the effective date of signature forward.

30.2 This Agreement is for a period of four (4) years commencing January 1, 2027, and shall expire on December 31, 2030.

30.3 Changes:
The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of this right are set forth in the Agreement.

In the event either party desires to amend this Agreement that party may notify the other party in writing of the desire to so amend. The notice may set out in detail the amendment desired by specifying the exact language of any provisions proposed. The representatives of each party may meet within ten (10) working days after such notice is given for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement. Any agreed upon amendments to this agreement shall be incorporated by reference as though it were set out specifically and completely in this Agreement.

CITY OF CAMAS, WASHINGTON

By:_____
Steve Hogan, Mayor

Date:_____

By:_____
Doug Quinn, City Administrator

Date:_____

LOCAL 307CC OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO

By:_____
Carrie Caffrey, Staff Representative

Date: _____

By: _____
Will Weglage, Chair, Local 307CC

Date:_____

By: _____
Negotiation Committee

Date:_____

By: _____
Negotiation Committee

Date: _____

Appendix A

January 1, 2027 Salary Scales

Position	1	2	3	4	5	6	7
Cross-Connection Control Specialist	7228.21	7447.33	7669.92	7898.35	8139.62	8380.86	8632.59
Custodial Aide	18.31	18.85	19.41	20.00	20.60	21.22	21.86
Facilities Operations Specialist	7162.79	7378.78	7600.51	7826.87	8065.95	8305.01	8554.47
Grounds Worker I	5918.75	6096.44	6278.70	6466.65	6658.03	6859.64	7064.67
Grounds Worker II	6466.65	6658.03	6859.64	7064.67	7278.83	7496.40	7719.66
Laboratory Analyst	7531.10	7755.39	7992.29	8229.17	8476.35	8730.41	8993.62
Lead Facilities Operations Specialist	7862.61	8102.79	8342.94	8593.53	8851.11	9115.62	9388.26
Lead Grounds Worker	7862.61	8102.79	8342.94	8593.53	8851.11	9115.62	9388.26
Lead Maintenance Worker	7862.61	8102.79	8342.94	8593.53	8851.11	9115.62	9388.26
Lead Mechanic	8039.56	8281.04	8529.25	8786.39	9046.87	9323.03	9600.28
Lead Sanitation Worker	7357.57	7576.70	7808.14	8039.56	8281.04	8529.25	8786.39
Lead Utility Maintenance Worker	8041.31	8286.94	8532.55	8788.84	9052.27	9322.79	9601.63
Lead WW Treatment Plant Operator	8229.17	8476.35	8730.41	8993.62	9260.24	9542.92	9826.71
Mechanic	7357.57	7576.70	7808.14	8039.56	8281.04	8529.25	8786.39
Maintenance Worker I	5918.75	6096.44	6278.70	6466.65	6658.03	6859.64	7064.67
Maintenance Worker II	6466.65	6658.03	6859.64	7064.67	7278.83	7496.40	7719.66
Sanitation Worker	6346.90	6534.73	6732.61	6933.85	7144.04	7357.57	7576.70
Senior Grounds Worker	7064.67	7277.70	7496.40	7719.66	7955.46	8191.25	8437.29
Senior Maintenance Worker	7064.67	7277.70	7496.40	7719.66	7955.46	8191.25	8437.29
Senior Utility Maintenance Worker	7228.21	7446.16	7669.92	7898.35	8139.62	8380.86	8632.59
Sewer Maintenance Worker	7357.57	7576.70	7808.14	8039.56	8281.04	8529.25	8786.39
Utility Maintenance Worker I	6055.75	6237.56	6424.04	6616.34	6812.15	7018.42	7228.21
Utility Maintenance Worker II	6616.34	6812.15	7018.42	7228.21	7447.33	7669.92	7898.35
Water Supply Operator	8041.31	8286.94	8532.55	8788.84	9052.27	9322.79	9601.63
WW Treatment Plant Operator	7531.10	7755.39	7992.29	8229.17	8476.35	8730.41	8993.62

*All salary scales listed may vary +/- cents/few dollars on paychecks due to rounding.

January 1, 2028 Salary Scales (3.5%)

Position	1	2	3	4	5	6	7
Cross-Connection Control Specialist	7481.20	7707.98	7938.37	8174.79	8424.50	8674.19	8934.74
Custodial Aide	18.95	19.51	20.09	20.70	21.32	21.96	22.62
Facilities Operations Specialist	7413.49	7637.04	7866.53	8100.81	8348.26	8595.69	8853.88
Grounds Worker I	6125.90	6309.82	6498.45	6692.98	6891.06	7099.72	7311.94
Grounds Worker II	6692.98	6891.06	7099.72	7311.94	7533.59	7758.77	7989.84
Laboratory Analyst	7794.69	8026.83	8272.02	8517.19	8773.02	9035.98	9308.39
Lead Facilities Operations Specialist	8137.80	8386.38	8634.94	8894.31	9160.90	9434.67	9716.85
Lead Grounds Worker	8137.80	8386.38	8634.94	8894.31	9160.90	9434.67	9716.85
Lead Maintenance Worker	8137.80	8386.38	8634.94	8894.31	9160.90	9434.67	9716.85
Lead Mechanic	8320.94	8570.88	8827.77	9093.92	9363.51	9649.34	9936.29
Lead Sanitation Worker	7615.09	7841.88	8081.42	8320.94	8570.88	8827.77	9093.92
Lead Utility Maintenance Worker	8322.75	8576.98	8831.19	9096.45	9369.10	9649.09	9937.69
Lead WW Treatment Plant Operator	8517.19	8773.02	9035.98	9308.39	9584.35	9876.92	10170.64
Mechanic	7615.09	7841.88	8081.42	8320.94	8570.88	8827.77	9093.92
Maintenance Worker I	6125.90	6309.82	6498.45	6692.98	6891.06	7099.72	7311.94
Maintenance Worker II	6692.98	6891.06	7099.72	7311.94	7533.59	7758.77	7989.84
Sanitation Worker	6569.04	6763.44	6968.25	7176.53	7394.08	7615.09	7841.88
Senior Grounds Worker	7311.94	7532.42	7758.77	7989.84	8233.90	8477.94	8732.59
Senior Maintenance Worker	7311.94	7532.42	7758.77	7989.84	8233.90	8477.94	8732.59
Senior Utility Maintenance Worker	7481.20	7706.78	7938.37	8174.79	8424.50	8674.19	8934.74
Sewer Maintenance Worker	7615.09	7841.88	8081.42	8320.94	8570.88	8827.77	9093.92
Utility Maintenance Worker I	6267.71	6455.88	6648.88	6847.91	7050.57	7264.07	7481.20
Utility Maintenance Worker II	6847.91	7050.57	7264.07	7481.20	7707.98	7938.37	8174.79
Water Supply Operator	8322.75	8576.98	8831.19	9096.45	9369.10	9649.09	9937.69
WW Treatment Plant Operator	7794.69	8026.83	8272.02	8517.19	8773.02	9035.98	9308.39

January 1, 2029 Salary Scales (3.5%)

Position	1	2	3	4	5	6	7
Cross-Connection Control Specialist	7743.04	7977.76	8216.21	8460.91	8719.36	8977.79	9247.45
Custodial Aide	19.61	20.19	20.80	21.42	22.07	22.73	23.41
Facilities Operations Specialist	7672.96	7904.33	8141.86	8384.34	8640.45	8896.54	9163.76
Grounds Worker I	6340.31	6530.66	6725.90	6927.24	7132.24	7348.21	7567.86
Grounds Worker II	6927.24	7132.24	7348.21	7567.86	7797.27	8030.33	8269.49
Laboratory Analyst	8067.51	8307.77	8561.54	8815.29	9080.08	9352.24	9634.19
Lead Facilities Operations Specialist	8422.63	8679.91	8937.16	9205.61	9481.53	9764.88	10056.94
Lead Grounds Worker	8422.63	8679.91	8937.16	9205.61	9481.53	9764.88	10056.94
Lead Maintenance Worker	8422.63	8679.91	8937.16	9205.61	9481.53	9764.88	10056.94
Lead Mechanic	8612.17	8870.86	9136.75	9412.20	9691.24	9987.07	10284.07
Lead Sanitation Worker	7881.62	8116.35	8364.27	8612.17	8870.86	9136.75	9412.20
Lead Utility Maintenance Worker	8614.05	8877.18	9140.28	9414.83	9697.02	9986.81	10285.51
Lead WW Treatment Plant Operator	8815.29	9080.08	9352.24	9634.19	9919.80	10222.61	10526.61
Mechanic	7881.62	8116.35	8364.27	8612.17	8870.86	9136.75	9412.20
Maintenance Worker I	6340.31	6530.66	6725.90	6927.24	7132.24	7348.21	7567.86
Maintenance Worker II	6927.24	7132.24	7348.21	7567.86	7797.27	8030.33	8269.49
Sanitation Worker	6798.95	7000.16	7212.14	7427.71	7652.87	7881.62	8116.35
Senior Grounds Worker	7567.86	7796.05	8030.33	8269.49	8522.09	8774.67	9038.23
Senior Maintenance Worker	7567.86	7796.05	8030.33	8269.49	8522.09	8774.67	9038.23
Senior Utility Maintenance Worker	7743.04	7976.52	8216.21	8460.91	8719.36	8977.79	9247.45
Sewer Maintenance Worker	7881.62	8116.35	8364.27	8612.17	8870.86	9136.75	9412.20
Utility Maintenance Worker I	6487.08	6681.83	6881.59	7087.59	7297.34	7518.31	7743.04
Utility Maintenance Worker II	7087.59	7297.34	7518.31	7743.04	7977.76	8216.21	8460.91
Water Supply Operator	8614.05	8877.18	9140.28	9414.83	9697.02	9986.81	10285.51
WW Treatment Plant Operator	8067.51	8307.77	8561.54	8815.29	9080.08	9352.24	9634.19

January 1, 2030 Salary Scales (3.5%)

Position	1	2	3	4	5	6	7
Cross-Connection Control Specialist	8014.04	8256.98	8503.78	8757.04	9024.54	9292.01	9571.11
Custodial Aide	20.30	20.90	21.52	22.17	22.84	23.53	24.23
Facilities Operations Specialist	7941.52	8180.98	8426.83	8677.79	8942.87	9207.92	9484.50
Grounds Worker I	6562.22	6759.23	6961.30	7169.69	7381.87	7605.40	7832.73
Grounds Worker II	7169.69	7381.87	7605.40	7832.73	8070.17	8311.39	8558.92
Laboratory Analyst	8349.87	8598.54	8861.20	9123.83	9397.88	9679.56	9971.38
Lead Facilities Operations Specialist	8717.42	8983.70	9249.96	9527.80	9813.38	10106.65	10408.94
Lead Grounds Worker	8717.42	8983.70	9249.96	9527.80	9813.38	10106.65	10408.94
Lead Maintenance Worker	8717.42	8983.70	9249.96	9527.80	9813.38	10106.65	10408.94
Lead Mechanic	8913.60	9181.34	9456.53	9741.63	10030.43	10336.61	10644.01
Lead Sanitation Worker	8157.47	8400.42	8657.02	8913.60	9181.34	9456.53	9741.63
Lead Utility Maintenance Worker	8915.54	9187.88	9460.19	9744.34	10036.41	10336.35	10645.50
Lead WW Treatment Plant Operator	9123.83	9397.88	9679.56	9971.38	10267.00	10580.40	10895.05
Mechanic	8157.47	8400.42	8657.02	8913.60	9181.34	9456.53	9741.63
Maintenance Worker I	6562.22	6759.23	6961.30	7169.69	7381.87	7605.40	7832.73
Maintenance Worker II	7169.69	7381.87	7605.40	7832.73	8070.17	8311.39	8558.92
Sanitation Worker	7036.92	7245.17	7464.56	7687.68	7920.73	8157.47	8400.42
Senior Grounds Worker	7832.73	8068.91	8311.39	8558.92	8820.36	9081.78	9354.57
Senior Maintenance Worker	7832.73	8068.91	8311.39	8558.92	8820.36	9081.78	9354.57
Senior Utility Maintenance Worker	8014.04	8255.70	8503.78	8757.04	9024.54	9292.01	9571.11
Sewer Maintenance Worker	8157.47	8400.42	8657.02	8913.60	9181.34	9456.53	9741.63
Utility Maintenance Worker I	6714.12	6915.70	7122.44	7335.65	7552.75	7781.45	8014.04
Utility Maintenance Worker II	7335.65	7552.75	7781.45	8014.04	8256.98	8503.78	8757.04
Water Supply Operator	8915.54	9187.88	9460.19	9744.34	10036.41	10336.35	10645.50
WW Treatment Plant Operator	8349.87	8598.54	8861.20	9123.83	9397.88	9679.56	9971.38

Appendix B

DEFINITIONS

- ***Department*** = The entire Public Works Department, including the Operations & Maintenance and Engineering work groups, which contains employees both outside of and within the AFSCME Bargaining Unit all reporting to the Public Works Director.

- ***Division*** = Individual work groups within the Operations & Maintenance Division of the Department broken up by major work categories including: Parks/Cemetery; Streets, Stormwater; Water/Sewer; Wastewater Treatment Plant; Equipment Rental; Facilities; and Solid Waste.

- ***On-Call Employee*** = Employees who are required to be readily dispatched and required to report to work during non-business hours. The *On-Call Employee* shall be the only employee receiving the On-Call Allowance provided for in Section 14.6.

- ***Call-Back***= When any employee, including the On-Call Employee, reports to work outside of their regular working shift and the employee was unaware of the need to report to work at the end of the previous shift.

- ***Continuation of Work Day*** = When an employee is advised during their regular work shift that there is a need to continue working through the end of and immediately after an employee's regular work shift.

- ***Scheduled Overtime*** = The Employer knows in advance that overtime will be required and notifies the bargaining unit of the opportunity. Scheduled Overtime is not connected to the employee's regular work shift and will typically occur with more than 24 hours' notice.

- Overtime Situations
  - **Scheduled Overtime**
    - **General** = Employees shall receive a minimum of 2 hours overtime pay at 1.5x their regular rate of pay. (Examples: 1) The employee works 1 hour but will receive 2 hours overtime pay; or 2) The employee works 3 hours and will receive 3 hours overtime pay.)
    - **Second or Third Day of Rest** = Overtime on the scheduled second or third day of rest for full-time employees will be paid Double Time.

An employee who has been offered and refused to work on the employee's first scheduled day of rest will be paid at the rate of one-and-one-half (1 1/2) times their normal rate for hours worked on the second or third day of rest.

- **Events** = Employees shall receive a minimum of 2 hours overtime pay at 1.5x their regular rate of pay. Scheduled Overtime for any Event on a full-time employee's scheduled second day of rest will be paid Double Time.
- **Holidays** = Employees working on a holiday shall receive Double Time for all hours worked.

- **Continuation of Work Day** = Employees will receive one-and-one-half (1½) times their regular rate of pay for actual hours worked immediately after their regularly scheduled work shift.

- **Call-Backs**
  - **Call-Back (for any Employee)** = Employees shall receive one-and-one-half times (1½) their regular rate of pay for two (2) hours plus actual hours worked for each Call-Back. Additional Call-Backs on the same day shall be paid at two (2) hours plus actual hours worked at the appropriate rate provided the employee has left the City Shop/Facilities. If an employee has not left the premises when the second Call-Back notice is received, the time worked shall be considered a continuation of the first call. Any employee on their second day of rest will receive double time for all actual hours worked.
  - **Holidays** = Any employee, including the On-Call Employee, who gets Called Back to work on a Holiday shall receive overtime pay at two (2) times their regular rate of pay.