

AGREEMENT

BY AND BETWEEN



THE CITY OF MERCER ISLAND

AND



**WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, AFSCME, AFL-CIO, LOCAL #21-M**

2026-2028

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THE CITY OF MERCER ISLAND
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO, LOCAL #21-M
2026-2028**

This Agreement is by and between the City of Mercer Island, Washington, hereinafter, referred to as the "City" and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local #21-M, hereinafter referred to as the "Union" or "AFSCME."

ARTICLE 1 - JOINT MISSION

Our joint mission is to prepare the organization, its employees, citizens, and elected and appointed officials for successful competition in the delivery of public services of the future. We must prepare as a premier service delivery, planning and regulatory organization adhering to the principles of a free democratic society. The economic health of the City government, and thus the security and well-being of us all, depends on the success of our joint commitment to prepare for the future. Only when our citizens know they are receiving quality service and competitive rates do we enjoy true employment security.

The principal goal for this partnership is that we learn together to manage beneficially the inevitable issues of change. That is the difference between this partnership and Agreements that have preceded it. With this partnership we are embracing a dynamic relationship. This recognizes the need for continual employee involvement in adapting to change and secures employee participation in the institutions which manage change.

The method we have chosen to pursue these goals is an employee management partnership - a relationship of mutual respect, open communication, shared success, mutual aid, and innovative problem solving. Our intent is for each employee to become a more capable, confident, committed, and secure person so that they may benefit our organization, themselves, and the broader community.

ARTICLE 2 - CITY AND UNION

This Agreement is not intended to alter the functions of the Union and the City or limit the use of joint labor/management committees.

The Union, the City, and the employee will all promote improved service to the citizens of Mercer Island, work-life harmony, mutual trust, and responsible issue resolution.

- A. **City.** The City will define, communicate, and implement the objectives and goals of the organization. It will lead and direct the employees. It will provide resources and equipment for safe and efficient work. It will accomplish these things through the exercise of all the rights and

prerogatives associated with the City and exercised by it. This section does not abrogate other provisions of this Agreement.

The Union recognizes that the City has the obligation of serving the public with the highest quality service, efficiently and economically. The Union further recognizes the City's right to operate and manage its operations including but not limited to require standards of performance and to maintain order and efficiency, to direct employees and determine job assignments and working schedules; to determine the materials and equipment procedures; to determine staffing requirements; to determine the kind and location of facilities; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, including but not limited to such matters as conduct, performance, dress and attendance, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The Parties recognize that the above statement of the City's responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the City's function. All matters not covered by the language of this Agreement shall be administered by the City on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

- B. **Union.** The City hereby recognizes the Union as the sole, exclusive collective bargaining representative for those regular, full-time, and part-time employees for the City whose job classifications are set forth in Appendix A and who work in the Public Works, Community Planning & Development, Finance, and Administrative Services departments. All seasonal, temporary, and other part-time employees, working, on average, less than twenty (20) hours per week, including those hired through a recognized training program approved by an entity or branch of government for less than eighteen months, supervisors, confidential and professional employees, Planners and Engineers shall be excluded from the bargaining unit.

The Union shall provide the City a list of Union Officers and Shop Stewards and maintain such list in a current status.

The City agrees to notify the Union at least ten (10) business days in advance whenever an AFSCME represented position is created, eliminated, or reconstructed. The City agrees to notify the Union of any new hire in the bargaining unit. At least two full business days prior to the orientation of the new employee, the City shall provide an electronic format list with the name of the employee, corresponding job title, and assigned Department. A Union Officer shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

ARTICLE 3 - NONDISCRIMINATION

- A. The City and the Union will abide by all state and federal laws regarding nondiscrimination against any employee.

- B. No employee covered by this Agreement shall be discriminated against, by either the Union or the City, because of membership in the Union or lawful activities on behalf of the Union as long as these activities do not interfere with the normal work processes of the City.

ARTICLE 4 - UNION MEMBERSHIP AND DUES DEDUCTION

- A. During the term of this Agreement, for current Union members and those who choose to join the Union, the City shall deduct once each month all Union dues and fees uniformly levied from the wages of each employee who executes an Authorization for Payroll Deduction form regardless of the employee's continued membership in the Union. The City shall transfer amounts deducted to the Washington State Council of County and City Employees. Authorizations for Payroll Deduction forms are valid whether executed in writing or electronically. Upon issuance and transmission of a check to the Union, the City's responsibility shall cease with respect to such deduction. The Union hereby undertakes to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City from the application of this Article.
- B. The City shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 business days of the employee executing the document. The City shall provide to the Union monthly a complete list of all bargaining unit members that includes Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked, and hourly base wage.
- C. The City shall honor the terms and conditions of each employee's Authorization for Payroll Deduction. Whether an employee is a Union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.
- D. **Probationary Employees.** Newly hired employees shall be considered probationary employees for a period of twelve months following their hire date. Employees promoted to a new position shall be on probation for a period of three (3) months following their promotion. The date of promotion becomes the new anniversary date for the Employee's performance review and step increase if applicable. Employees promoted to a new position during an existing probation period shall be on probation for three (3) months or the length of their original probation, whichever is longer. Any employee failing their promotional probationary period shall be returned to the position held prior to their promotion.

The probationary period can be extended by the City for any time loss during the probationary period, up to the amount of actual time lost. The City may choose to extend the probation period of any employee for a maximum of an additional six (6) months. The probationary employee and the local Union president will be notified of such extension, including the duration of the extension, no later than ten (10) business days prior to the end date of their initial twelve (12) month probationary period.

- E. **Seasonal, Extended Seasonal, and Temporary Employees.** Seasonal, extended seasonal, and temporary employees working less than twelve (12) consecutive months shall not be considered

members of the bargaining unit and shall not be eligible to become members of the Union while they are seasonal, extended seasonal, or temporary employee. Seasonal, extended seasonal, and temporary employees are not entitled to routine overtime or the benefits of Union membership as described in this Agreement, except for paid sick leave benefits as set forth below.

1. **Definitions.** For the purposes of determining whether an employee is eligible to join the Union under the existing Agreement and what benefits such employee is eligible for, the following definitions shall apply:
 - a. **Seasonal Employees.** Seasonal employees are non-regular City employees who work up to forty (40) hours per week for a period not to exceed six (6) months from the initial hire date. Work hours and schedule may vary depending on work assignment. This position receives limited insurance benefits. Seasonal employees working six (6) consecutive months will not be eligible for rehire into the same seasonal position for six (6) months after the conclusion of the first six-month term.
 - b. **Extended Seasonal Employees.** Extended seasonal employees are non-regular City employees who work up to forty (40) hours per week for a period not to exceed nine (9) consecutive months from the initial hire date. Work hours and schedule may vary depending on work assignment. This position receives limited insurance benefits. For six extended seasonal employee positions, the City will remit a work permit fee of \$125.00, payable within thirty (30) calendar days of the hire date, to a fund managed by the Union.
 - c. **Temporary Employees.** Temporary employees are non-regular employees or contracted employees provided by a temporary staffing agency. These employees are brought in to serve a specific period or job assignment with an identified completion date not to exceed six (6) consecutive months. This position is not eligible for benefits. Use of temporary employees will be limited to use for filling vacancies caused by employees on leave, or for an identified short-term project.
2. **Routine Overtime for Seasonal or Temporary Employees.** Routine overtime is scheduled overtime and any other overtime caused for reasons other than emergency or unforeseen circumstances. Seasonal or temporary employees will be offered opportunities for routine overtime after permanent staff have been offered the overtime opportunity. Overtime opportunities shall be announced at least three (3) business days in advance and will include directions for signing up, a brief description of the work to be done, and the supervisor overseeing the work. The Department Director or designee will determine which seasonal or temporary employees who have signed up possess the skills and experience required to perform the work, with preference given to members of the Team performing the work followed by seniority. Documentation shall be provided to the Union for any routine overtime awarded to seasonal or temporary employees.
3. **Emergency Overtime for Seasonal or Temporary Employees.** Emergency overtime for unforeseen circumstances, as determined by the Director or designee, which is identified during business hours and must occur during the same business day, and will be awarded to those employees currently at work, and based on the following criteria, with respect to seniority (in priority order):

- a. Function/Division
 - b. Seniority with Skills and Abilities
4. **Paid Sick Leave for Seasonal or Temporary Employees.** Seasonal, extended seasonal and temporary employees shall accrue one (1) hour of paid sick leave for every forty (40) hours worked. Paid sick leave may be used for the same purposes and shall follow the same procedures as set forth in Article 15.
5. **Notification of Hire.** The Union's President shall be notified by email within ten (10) business days of hiring a seasonal, extended seasonal, or temporary employee.
6. **Union Membership.** Temporary full-time employees performing unit work and working twelve (12) consecutive months or more shall be considered members of the bargaining unit and shall be eligible to become members of the Union while they are a temporary employee. Such employees are entitled to the benefits of Union membership as described in this Agreement.
- F. **Union Space.** The City will provide the Union with a locked space designed for human occupancy to be used as an office.
- G. **Voluntary Public Employees Organized To Promote Legislative Equality (P.E.O.P.L.E.) Checkoff Deduction.** The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the P.E.O.P.L.E program.
- H. **Union Leave.** The Union president, vice-president, and secretary/treasurer (3 positions total) will each receive 16 hours of leave every year in January to attend official Union functions or conduct Union business. Manager approval is required at least two weeks in advance. Union Leave cannot be cashed out or carried over to the next year. If a new president, vice-president, and/or secretary/treasurer is elected mid-year, they will receive 16 hours of Union Leave upon election. Any remaining Union Leave that an outgoing president and/or vice-president has will be forfeited.

ARTICLE 5 - THE BASIC AGREEMENT

- A. The Union and the City will jointly support the mission as defined in Article 1, and associated objectives and goals.

The Union and the City agree to establish and maintain a Joint Labor/Management Committee, consisting of up to five Union representatives appointed by the Union and up to five City representatives appointed by the City. Meetings of this committee may be conducted at the request of either party and participants shall be known ahead of time. Meetings shall be informal and for the mutual exchange of ideas and problem solving.

The purpose of this Committee is to provide a forum for the ongoing discussion of matters of interest to either party. Provided however, the Committee is not to be used as a substitute for formal negotiations. The Committee will not discuss any concerns which the Union or City assert must be taken through the established channels of authority but will refer these matters first through the proper channels. No decisions in this forum shall supersede any provisions of the contract unless formally ratified by the Union and the City.

- B. There will be no terminations without just cause. There will be no lockouts, strikes, slowdowns, or other interruptions of work. The parties will pursue productive flexibility in the design and staffing of jobs and services.
- C. If the City decides to contract out bargaining unit work not previously contracted out, which would result in the layoff of regular employees in the bargaining unit, then the City will comply with the following procedures:
 - 1. The City shall inform the Union President and Staff Representative of its intention to contract out.
 - 2. The Union President or Staff Representative will give the City notification within ten (10) business days of its desire to negotiate the effects of the said contracting out.
 - 3. The Union and the City shall negotiate in good faith on these issues.
 - 4. If, thirty (30) calendar days after the request from the Union, the City still decides to go ahead with the decision to contract out the work, it may do so.
 - 5. The parties shall continue to negotiate and seek resolution of any effects/issues which have not yet been resolved at that time.
 - 6. If the City decides to contract out the work resulting in a layoff, the layoff shall be based strictly on seniority within the impacted work group. Layoffs shall be in accordance with Article 11.
- D. **Union Business.** The City shall afford Union Officers or Stewards a reasonable amount of time while on duty to consult with appropriate City officials, Union Representatives or Counsel, and/or aggrieved employees, provided that the Union Officers or Stewards and or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request the necessary time. Such time will not be allowed if the City reasonably determines it will substantially impair City operations. Union Officers and Stewards will not use excessive time in handling such responsibilities. The Union shall give the City as much advance notice as reasonably possible of such time requests. The limitations of this section shall not apply to meetings called at the request of the City or regularly scheduled meetings between the Union and City such as Joint Labor/Management Committee meetings.
- E. The City and Union agree the policies and procedures outlined in the Employee Handbook shall apply to Union members, to the extent they are not inconsistent with this Agreement. In the event of a conflict, the Agreement shall prevail.

ARTICLE 6 - EMPLOYEE BILL OF RIGHTS

It is the right of every employee:

- to be treated with respect;
- to expect cooperation in improving safety;
- to be informed of organizational objectives and goals;
- to be evaluated regularly and constructively;
- to participate in improving work methods;
- to participate in issue resolution procedures; and to share in the gains of the City.

The following code of ethics has been adopted by the employees:

As employees of the City of Mercer Island, we recognize that our first responsibility and obligation is to our employer and the citizens of Mercer Island. We further recognize that decisions and policies are made through proper team structure, so that the public has full confidence in our integrity and as employees. We recognize the need to work with a positive attitude, cooperate both within and outside our respective teams, and perform in a professional manner. We will perform our assigned tasks with both quality and quantity being considered. Punctuality, appearance, and attitude are priorities for us as City of Mercer Island employees.

ARTICLE 7 - TRAINING AND CERTIFICATIONS

- A. **Training.** Training is critical to the maintenance of an efficient competitive and quality workforce and to employee advancement. Employees will be assigned by skills and experience to a variety of functions and services; they will be able to demonstrate maintenance of these service levels. Employees will be provided with training opportunities adapted to local circumstances. The City and the Union are committed to encouraging and allowing the employees the opportunity to voluntarily gain additional skills.
- B. **Fee Reimbursement.** On a case-by-case basis, the City will evaluate employee requests for additional training or certification that is not required for the employee's current position. In consultation with the Director, the employee's supervisor will consider the benefit to the department and City operations, the cost of training and/or testing, and the time and cost of required continuing education coursework. The Director will balance opportunities among all employees. If approved, the City will pay agreed-upon costs and allow the employee to attend trainings, testing, and coursework during the workday.
- C. **Certifications.** The City will pay for all certifications required to meet qualification for a specific position held by the employee. Upon approval of the appropriate manager, the City agrees to pay for additional certifications. Employees are required to submit proof of certification to the City upon completion.

ARTICLE 8 - ISSUE RESOLUTION/GRIEVANCE PROCEDURE

The success of mutual relations under this Agreement depends on the Union and the City's commitment to address issues in a fair and responsible way. This is a matter of trust and is the

method chosen to avoid an agreement of rigid and unnecessary detail which hinders both City freedom and employment opportunity. Through mutual pledges to approach concerns in a problem-solving manner, the following procedures have been established for all issues which may arise. We recognize that we can mutually agree to extend the time frames. The parties recognize their responsibility to resolve any matter presented as expeditiously as possible in any step of the issue resolution process. The City and Union agree that issues are best resolved at the lowest level possible.

A grievance shall be defined as any formally submitted dispute involving application or interpretation of the Collective Bargaining Agreement. Failure by the Grievant or Union to timely file or process a grievance shall result in the grievance being waived. Failure by the City to timely process a grievance shall result in the grievance being moved automatically to the next step in the procedure. Time limits may be extended by mutual agreement between the parties. Employees will be paid scheduled rates for work time required for grievance resolution.

- Step 1. A grievance shall be presented in writing by the aggrieved employee and/or their Union Representative within ten (10) business days of the alleged violation to the employee's manager. The manager should consult and/or arrange a meeting, if necessary, to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The manager shall answer the grievance within ten (10) working days after receipt of the grievance.
- Step 2. If not resolved above, the written grievance shall be submitted to the Department Director by the aggrieved employee and/or the Union within ten (10) business days following completion of Step 1. The written grievance shall include a statement of the issue, facts of the case, section(s) of the Agreement violated, and remedy sought. A meeting may be arranged within ten (10) business days with the City and representatives of the Union. Following that meeting, the party responding to the grievance shall give their written response within ten (10) business days of the completion of the meeting.
- Step 3. If not resolved above, the grievance shall be submitted to the City Manager in writing within ten (10) business days of the Step 2 response. A meeting shall be arranged within ten (10) business days between the City, grievant and Union. The City Manager or their designee shall then submit a decision, in writing, on the grievance within ten (10) business days from the completion of the Step 3 meeting. Copies of the decision shall be provided to the grievant and the Union. If resolved, the basis for resolution shall be reduced to writing and signed by both parties.
- Step 4. In the event the Union is not satisfied with the decision of the City Manager, the grievance may, within twenty (20) business days, be submitted by the Union to arbitration. If the parties fail to mutually agree upon an arbitrator, a list of seven (7) names of arbitrators from Washington and Oregon shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike names until one (1) name remains, that person shall serve as the arbitrator. The arbitrator's decision shall be final and binding and shall not add or delete from the provisions of this Agreement. The arbitrator shall render a decision within thirty (30) days after the hearing has been concluded. It is agreed that the expenses and fees of the Arbitrator shall be shared equally. Each party shall be responsible for their individual expenses and costs.

ARTICLE 9 - HOURS OF WORK

A. **Workweek.** The normal workweek for full-time Union employees in the Public Works Department shall be five (5) days of eight (8) hours of work within seven (7) consecutive 24-hour periods, exclusive of the meal period. The normal workweek for full-time Union administrative employees shall be five (5) days of seven and one-half (7½) hours of work, with a one-half (½) hour of lunch paid, within seven consecutive 24-hour periods. The City does not guarantee either a minimum number of hours or a specific type of schedule. Alternative work schedules such as four (4) ten (10) hour days, or nine (9) workdays totaling eighty (80) hours in a two-week period, or other alternative work schedules are subject to approval by the Department Director.

B. **Overtime and Compensatory Time.**

1. **Overtime.** Voluntary time worked in excess of an employee's normally scheduled shift or forty (40) hours in a workweek, pursuant to the Fair Labor Standards Act, is considered overtime. Overtime is based on compensated hours and is paid at one and one-half (1½) times the employee's straight-time hourly rate, unless a higher rate of pay is established elsewhere in this contract.

a. **Approval of Overtime.** Overtime should generally be approved in advance by the manager. It is recognized, however, that unique situations may make prior approval impractical. The City retains the final authority to determine whether overtime is necessary or should be worked.

b. **Routine Overtime.** Routine overtime is scheduled overtime and any other overtime caused for reasons other than emergency or unforeseen circumstances. Regular bargaining-unit employees will be offered prescheduled overtime before it is offered to seasonal or temporary employees. Overtime opportunities shall be announced at least three (3) business days in advance and will include directions for signing up, a brief description of the work to be done, and the supervisor overseeing the work. The Department Director or designee will determine which employees who have signed up possess the skills and experience required to perform the work, with preference given to members of the Team performing the work followed by seniority.

c. **Emergency Overtime.** Emergency overtime for unforeseen circumstances, as determined by the Director or designee, which is identified during business hours and must occur during the same business day, and will be awarded to those employees currently at work, and based on the following criteria, with respect to seniority (in priority order):

- i. Function/Division
- ii. Seniority with Skills and Abilities

2. **Compensatory Time.**

a. **Compensatory Time Option.** In lieu of overtime pay, an employee may choose to receive compensatory time off at the rate of one and one half (1.5) hours for each overtime hour worked. Use of compensatory time requires the employee's manager's approval.

Compensatory time must be earned before it can be used. Employees are not permitted to schedule or use compensatory time in advance of its accrual.

- b. **Maximum Accumulation.** Compensatory time may not exceed ten (10) working days or eighty (80) hours, whichever is less. Any accrual over eighty (80) hours is paid out as overtime.
- c. **Year-end Requirement.** Compensatory time must be used or reduced to forty (40) hours by December 31 each year. Any time in excess of forty (40) hours will be paid on the next pay period. Any compensatory time (up to 40 hours) carried over into the next calendar year becomes restricted compensatory time, which cannot be cashed out and must be used prior to any non-restricted comp time being used.
- d. **Transfers or Promotions.** All compensatory time must be used or cashed out before an employee transfers to a different team or is promoted to a new position.

C. **Callback.**

- 1. **Callback Pay.** Employees who are called back to work by the City shall be compensated at the applicable rate of pay for a minimum of three (3) hours. Any time worked in excess of three (3) hours on such callback shall also be paid at the applicable rate of pay for the actual hours worked. For purposes of this Section, hours worked shall include travel time to and from the callback location.

This section applies only when the callback results in hours worked which are not directly connected to the start or end of the employee's regular workday. Where the employee's regular shift starts less than two (2) hours from the time of the callback, the employee shall be compensated at the applicable overtime rate for actual hours worked and shall not be entitled to the three (3) hour minimum callback payment. Employees who are on approved vacation leave or on sick leave shall not be eligible for callback assignments.

- 2. **Responding from Home (Telecommute Response).** An employee who receives a call and is able to resolve the issue by phone or by computer without having to come to work shall receive a minimum of one (1) hour of the applicable overtime rate for calls received and responses made within the same one-hour period, except for SCADA calls. SCADA calls that are received but not resolved by the employee answering the call will be paid in fifteen (15) minute increments. Calls and responses that exceed the one (1) hour minimum shall be compensated at the employee's applicable overtime rate for actual time worked.
- 3. **Callback Mileage.** An employee who responds to a callback without the designated on-call vehicle shall be reimbursed at the rate established by the Internal Revenue Service (IRS) from their home address to the Public Works Building. When the callback adjoins an employee's regular shift, mileage shall be reimbursed for one (1) way only.

G. **On-Call Program.**

- 1. **Minimum Participation.** A minimum of eight (8) eligible employees is required to maintain voluntary participation in the On-Call Program. If, at the time of the annual sign-up, the

voluntary list falls below eight (8) eligible employees, the City and the Union shall meet to address the shortage. If agreement is not reached, the City reserves the right to require participation in the On-Call Program for all non-probationary eligible employees.

2. **Employee Responsibilities.** On-call employees shall carry the assigned phone and laptop/tablet and shall remain reachable outside normal work hours to address customer or public safety requests. Employees in on-call status shall comply with all procedures and policies set forth in the current Public Works On-Call Manual. In the event of a conflict between this Agreement and the Public Works On-Call Manual, the provisions of this Agreement shall prevail.
 3. **On-Call Period.** On-call status shall commence at the end of the employee's shift on Wednesday and shall conclude at the beginning of the employee's shift the following Wednesday, unless another period is mutually agreed to by the City and the Union.
 4. **On-Call Use of City Vehicle.** The City shall provide an employee in on-call status the option to use a designated City vehicle. Use of the designated City vehicle shall be in accordance with the vehicle and equipment policies within the Public Works On-Call Manual.
 5. **Weekly Compensation.** Employees in on-call status shall receive five hundred and fifty dollars (\$550) per week retroactive to January 1, 2026.
 6. **Voluntary Participation Incentive.** If the program remains in "voluntary" participation status, employees who voluntarily participate in the on-call program for three (3) consecutive years and who work at least two (2) on-call weeks per year shall receive a net cash award of seven hundred dollars (\$700) each December, provided the employee remains employed by the City at the time of payment.
- H. **Out of Class Pay.** An employee who is assigned to take on the responsibilities, authority, and duties of a higher classification for five (5) or more consecutive workdays shall be compensated at the rate for that higher classification as long as it provides at least a five (5) percent increase over their regular rate of pay.
- I. **Promotions.** When an employee is promoted to a higher grade represented position, they will be placed on the pay scale for that position at the step that is closest to a five percent (5%) increase over their previous rate of pay, but not less than a four and one-half (4.5%) increase.
- J. **Meal Periods.** Employees shall be allowed a meal period of at least thirty (30) minutes, which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employees' shift. Lunch periods are considered unpaid time unless the employee is required to perform their duties at any time during their lunch period. For each additional four (4) hours of overtime increments within one specific workday, the employee shall receive an additional meal period of one half (½) hour.

If employees are approved and required to work by a supervisor and/ or manager through a meal period, they shall be compensated at two (2) times the employee's hourly rate for the missed meal period that will be received as either paid out overtime or compensatory time.

- K. **Rest Periods.** Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in the workday.
- L. **Mandatory Break Periods.** In the event of an emergency response requiring significant overtime work, an employee may work for a maximum of twenty-four (24) consecutive hours. If an employee works for more than fourteen (14) consecutive hours, they are required to take a ten (10) hour break before returning to work.

If an employee works more than eighteen (18) cumulative hours within a twenty-four (24) hour period, the employee is required to take a ten (10) hour break before returning to work.

If a mandatory break period overlaps with the employee's regularly scheduled shift, and the employee does not have a planned absence for that shift, the City will pay the employee at their regular rate of pay for the portion of their shift that falls within the ten (10) hour break window. Any remaining hours in the employee's regular shift after the mandatory break can either be worked or compensated using available vacation or compensatory leave.

ARTICLE 10 - DISCIPLINE

The City shall not discipline or discharge an employee without just cause. Disciplinary action will be tailored to the nature and severity of the offense. The City maintains the right to take disciplinary action as it deems appropriate. An employee shall not receive simultaneous discipline per incident or offense.

ARTICLE 11 - SENIORITY

- A. **Seniority.** Seniority shall mean an employee's continuous length of service within the bargaining unit from most recent date of hire. Seniority shall not apply to an employee until the employee has completed the required probation period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire.

Seniority shall be a determining factor in layoffs, promotions, and demotions provided such factors as skill and ability, experience, performance, and quality of work are considered equal, except as otherwise provided in Article 5.

Seniority shall terminate upon resignation, retirement, or discharge other than layoff, unless rehired (at the City's discretion) within the bargaining unit within a six (6) month period.

- B. **Layoffs and Recall.** The Union President and the employee shall be notified thirty (30) days prior to a layoff.
1. When there is a layoff in a given position classification in a department, and the person selected for layoff has previously performed work in a different classification, the City shall determine whether bumping should occur based on factors such as skill and ability, experience, performance, and quality of work.

2. Employees shall be recalled from layoff in inverse order of layoff, assuming the employee meets the minimum qualifications of the job opening which is available. A person shall be eligible for recall from layoff for six (6) months from the date of layoff. If an employee is offered a position in a lower pay grade than previously assigned, the employee may decline and remain on the recall list for the remainder of the six (6) month period.
 3. All bargaining unit vacancies shall be sent via certified mail to employees on the recall list and said employees shall have five (5) business days from receipt to respond. Employees must keep the City informed of their current address.
 4. Any employee recalled shall be reinstated with full seniority credit for previous time employed with the City. Benefits not cashed out by the employee shall be reinstated along with accrual rates at the time of layoff.
- C. **Bargaining Unit Vacancy.** If it is determined to fill a bargaining unit vacancy through an outside posting, any bargaining unit employee who meets the minimum qualifications and applies shall be allowed to compete in the hiring process and shall remain in the pool of applicants through the initial interview.

ARTICLE 12 - WAGES

- A. Effective January 1, 2026, the 2025 wage rates will be increased by 100 percent of the First Half 2025 Seattle/Tacoma/Bellevue CPI-W (this semi-annual index will be released in July 2025), subject to a minimum increase of 1.5 percent and a maximum increase of 6.0 percent plus 0.4%. The Union will transition to a new seven-step wage scale. The City will create the new scale, apply the 2.7% increase described in this Section, and place each employee on the closest step that provides at least a 2.7% increase over their current base rate. Employees' wages, as reflected by their placement in the new pay scale, will be retroactive to January 1, 2026. Within two pay periods of ratification by the Union and City, the City will pay each union members a one-time, non-base-building ratification bonus of \$350.00.
- B. Effective January 1, 2027, the 2026 wage rates will be increased by 100 percent of the First Half 2026 Seattle/Tacoma/Bellevue CPI-W (this semi-annual index will be released in July 2026), subject to a minimum increase of 1.5 percent and a maximum increase of 6.0 percent
- C. Effective January 1, 2028, the 2027 wage rates will be increased by 100 percent of the First Half 2027 Seattle/Tacoma/Bellevue CPI-W (this semi-annual index will be released in July 2027), subject to a minimum increase of 1.5 percent and a maximum increase of 6.0 percent.
- D. **Hiring Step.** New employees shall be hired at Step 1 or Step 2 of the classification and wage scale as set forth in Appendix A.
- E. **Step Increases.** All employees shall receive a step increase in accordance with their classification on their annual anniversary date or date of their last promotion. Employees who do not earn certifications or licenses required for a step increase by their annual anniversary date will receive their step increase on the date they provide documentation of the certification or license to their supervisor without retro pay, unless it is due to circumstances beyond the employee's control. This date shall become the new anniversary date for the employee.

- F. **Employee Recognition Program.** Employees are eligible for the Employee Recognition Program, as described in the Employee Handbook. The Program is designed to award employees for exceptional performance which saves the City money or otherwise furthers the principles established in the City's Mission, Vision, Values statement. Any employee, supervisor, or director may nominate an employee for an award. All nominations shall be submitted directly to the Department Director for review and approval with supporting documentation. Human Resources and/or the City Manager shall determine whether an award is granted.
- G. **Education Pay.** Employees who hold or obtain a degree in higher education or attend vocational school shall receive education pay based on their terminal degree as follows:
1. Any employee who holds or obtains an associate degree (AA or AS) from an accredited college or university or, any employee who graduates from a certified vocational school, shall receive a 0.5% increase to their base hourly rate of pay.
 2. Any employee who holds or obtains a bachelor's or master's degree (BS, BA, MS, MA) from an accredited college or university, shall receive a 1.5% increase to their base hourly rate of pay.
- H. **Foreign Language Pay.** Any employee who passes a City-approved foreign language examination shall receive a 1.0% increase in their base hourly rate of pay. Employees are eligible for only one foreign language pay increase. Employees who successfully pass the initial examination will be required to recertify every three (3) years. The employee shall pay for their own certification test. If the employee passes the certification, the City shall reimburse the employee for the expenses of the test. Further, the employee shall demonstrate proficient use of American sign language or fluently speak one or more of the following languages: Spanish, Chinese, Russian, Japanese, Korean, German, French, Ukrainian, Arabic, Farsi, Vietnamese, Laotian. Employees who speak a language not listed may still be eligible for the foreign language incentive pay with approval from the City Manager or their designee.
- I. **Certification Pay.** The City and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties.
1. Employees shall be eligible for certification pay if:
 - a. They have achieved Step 7 in their current position on the AFSCME pay scale; and
 - b. Their current overall performance is "Meets Performance Standards" or above; and
 - c. Their direct supervisor and department director authorize the requested certification/qualification. When determining eligibility, the supervisor and director will consider the benefit to the department and City operations, and the impact of an employee's time required for training, testing, and continuing education coursework.
 2. Employees authorized for additional certifications/qualifications are responsible for all fees associated with obtaining the additional certification/qualification, including training,

registration, and testing. Employees will be allowed to attend training and testing during work hours.

3. Certifications and/or qualifications eligible for certification pay must:
 - a. Not be required for any current AFSCME position; and
 - b. Require continuing education and/or retesting and be maintained; and
 - c. Have a practical application for AFSCME-related City operations.
4. Levels. Eligible employees holding or obtaining eligible certifications and/or qualifications shall receive certification pay as follows:
 - a. Level 1. An employee shall receive an annual stipend of \$1,000 for the following certifications and/or qualifications:
 - i. WWCPA Wastewater Collections Specialist III or IV
 - ii. ISA Tree Risk Assessment Qualification (ISA TRAQ)
 - iii. IMSA Signs & Pavement Markings Technician II (or greater)
 - iv. CDL Class A
 - b. Level 2. An employee shall receive an annual stipend of \$1,750 for the following certifications and/or qualifications:
 - i. Water Distribution Manager Certification III or IV
 - ii. ASE Master Certification
 - iii. Certified Irrigation Technician
5. Employees may receive certification pay for up to two (2) certifications listed in Section D above.
6. It is the responsibility of the employee to submit documentation by January 31 each year for both qualifying certifications and renewals with their request to receive the certification stipend.
7. Employees who initially receive certification pay in 2023 will continue to receive certification pay each year in accordance with subsection 6 above.
8. Employee will receive their annual stipends by February 15 each year.
9. The Union and bargaining unit members reserve the right to request future certifications for consideration by the City on a case-by-case basis.

ARTICLE 13 – HOLIDAYS

- A. All employees will receive holiday pay for the following holidays (recognized and observed in accordance with RCW 1.16.050):

New Year's Day
 Martin Luther King Day
 Presidents' Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Veterans' Day
 Thanksgiving Day
 Thanksgiving Friday
 Christmas Day
 Two (2) Floating Holidays (employee's choice)

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, when a holiday falls on a Sunday, the following Monday shall be observed as the holiday. A holiday shall be defined as eight (8) hours. Employees who are on an alternative schedule will use the equivalent number of vacation or compensatory time hours to reach 100% of daily pay.

- B. An employee required to work on New Years' Day, Thanksgiving Day, Thanksgiving Friday, or Christmas Day shall be paid two (2) times their regular straight-time rate of pay plus eight hours holiday pay at their regular straight time rate of pay. An employee working any other holiday shall be paid time and one-half (1.5) of their regular straight-time rate of pay plus eight hours holiday pay at their regular straight time rate of pay.
- C. If a holiday falls on an employee's regular day off an extra day shall be granted to that employee. This extra day shall be taken on the scheduled workday nearest to the day of the holiday.
- D. To be eligible for a floating holiday, an employee must have been employed for at least four (4) continuous months and have submitted a request to their immediate supervisor two (2) weeks prior to the date requested. Floating holidays may be taken in no less than four (4) hour increments and must be used during the calendar year (by December 31st of that year) or shall be forfeited. Floating holidays may not be cashed out.
- E. Employees who would otherwise be entitled to a holiday but are on leave without pay will receive compensation for the holiday provided the employee has been or will be on pay status ten (10) business days during the month (not counting the holidays) and the leave of absence without pay has been granted for no more than four days.

ARTICLE 14 – VACATION LEAVE

- A. **Vacation Leave.** Time off for vacation with pay ("vacation leave") shall be provided in accordance with the following schedule:

Months/Years of Service	Monthly Hours Earned	Annual Accrual
7 months-4 years	10 hours	15 days (120 hours)
5-9 years	12 hours	18 days (144 hours)
10-14 years	14 hours	21 days (168 hours)

15-19 years	16 hours	24 days (192 hours)
20 years or more	20 hours	30 days (240 hours)

- B. **Vacation Leave Accrual.** An employee is eligible to take vacation leave after completing six (6) months of continuous service. Vacation leave may be allowed up to the limit of the amount credited retroactive to the date of employment. An employee will earn one (1) full day of credit for the month they begin employment if the date of hire is between the 1st and 10th of the month; one-half day if they begin between the 11th and 20th of the month; and none thereafter during the initial month of employment.
- C. In the event of an unforeseeable occurrence, an employee may request the immediate use of vacation time.
- D. **Vacation Leave Carryover.** On December 31 of each year, employees are eligible to carry over to the following year up to 240 hours of vacation leave. Vacation leave in excess of 240 hours each year must be used prior to December 31st or cashed out or it shall be forfeited.

Employees may request to carry over vacation leave above 240 hours to the next year. The request shall be submitted to the employee's manager, and the manager will take the request to the Department Director with a recommendation for approval or disapproval. The Director shall make the final decision on vacation carryover above 240 hours.

- E. **Vacation Leave Cash Out Upon Termination.** After six (6) months of continuous service, an employee who leaves the employment of the City is eligible to cash out vacation leave, provided they have given at least two weeks' notice in the case of voluntary resignation. The City Manager may waive the notice requirement. Payment of accrued vacation leave will be based upon vacation leave not taken to date of separation, not to exceed 240 hours. In case of death, compensation for accrued unused vacation credits shall be paid, in the same manner, to the beneficiaries.
- F. **Vacation Leave Requests.** Employees shall make vacation requests to their manager or supervisor on or before the 1st of March of each year. In the event there is a conflict in dates requested, seniority shall apply. Notification of approved or rejected vacations shall then be provided by March 15th each year. After the dates have been approved, no person can be bumped by a more senior employee unless by mutual agreement.

The City retains the right to approve vacation leave requests in a manner that will least interfere with work demands. Vacation requests shall be responded to as soon as possible, but not longer than two (2) weeks after submission.

- G. **Vacation Leave Cash Out.** After three (3) years of service, an employee shall be able to cash out 24 hours of vacation leave at their current rate of pay. After five (5) years of service, an employee shall be able to annually cash out up to 64 hours of vacation leave at their current rate of pay. After ten (10) years of service, an employee shall be able to annually cash out up to 124 hours of vacation leave at their current rate of pay.

ARTICLE 15 - SICK LEAVE

- A. **Sick Leave Purpose.** The purpose of sick leave is to afford all employees financial protection from time lost from work due to an illness or accident. Although sick leave is accrued on a monthly basis similar to vacation time, its intended use is not to provide for discretionary time off, but rather to help ensure the employee has accumulated sufficient sick time to cover time off when a real health problem arises.
- B. **Sick Leave Accrual.** Full-time employees shall accrue sick leave at the rate of (8) eight hours for each completed month of service. Part-time employees shall accrue pro-rated sick leave based on the number of hours worked per week. Employees shall be allowed to carry over up to 960 hours of sick leave from year to year. Any hours in excess of 960 at the time of carryover shall be forfeited. An employee will earn eight (8) hours for the month they begin employment if the date of hire is between the 1st and 10th of the month, four (4) hours if they begin between the 11th and 20th; none thereafter during the initial month of employment.
- C. **Sick Leave Use.**
1. An employee must notify their manager of any absence prior to the commencement of their regular work period. This notification requirement may be waived by the Department Director upon showing of good cause. Failure to promptly notify may result in denial of sick leave pay. For absences that exceed three (3) consecutive days, the City may require verification that the use of sick leave is for an authorized purpose (e.g. a doctor's note); provided that, if this requirement will result in an unreasonable burden or expense, the City will confer with the employee in an effort to address the concern. Authorized uses of sick leave are:
 - a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
 - b. To allow the employee to provide care for a family member (as defined in RCW 49.46.210(2)) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
 - c. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
 - d. Absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA), chapter 49.76 RCW.
 - e. To allow the employee to prepare for, or participate in, a judicial or administrative immigration proceeding involving themselves or a family member.

2. Absence for part of the day for reasons in accordance with sick leave provisions shall be charged against accrued sick leave in one-half hour increments. Holidays and other regular days off shall not be charged against sick leave.
3. Vacation leave can be taken (for sick leave as defined by this Article) when an employee has exhausted their sick leave bank.
4. **Abuse of Sick Leave.** Abuse of sick leave is defined as wrong or improper use. Abuse of sick leave will be evaluated on a case-by-case basis between the employee and their manager and may result in disciplinary action. Some examples of sick leave use that could cause supervisors to be concerned about possible problems or abuse are:
 - a. Pattern of sick leave use adjoining weekends, holidays, and vacation time.
 - b. Consistently high sick leave use with no doctor's report, major disability, illness, or injury.
 - c. Inability to provide a medical reason from a doctor if one has been requested by a manager or Department Director as authorized by law.

- D. **Sick Leave and Workers' Compensation.** In the event an employee becomes eligible to receive benefits under an employer-provided disability insurance program or through a Workers' Compensation claim under Washington State law, the employee shall be permitted to use their accrued sick leave to supplement any time-loss payments. The sick leave may be used in an amount that, when added to the time-loss payment, equals the employee's regular semi-monthly base wage, thereby keeping the employee "whole."

If the total amount of sick leave used and time-loss benefits received exceeds the employee's regular semi-monthly wage, the employee shall reimburse the City by repaying the excess time-loss payments to restore the equivalent amount of sick leave that was overused.

- F. **Sick Leave Cash Out.** Employees shall be compensated at their regular base rate of pay, when separating from employment as follows:

1. Employees with at least 5 years of service who are eligible to retire can:
 - a. Receive 25% of sick leave hours as cash (subject to payroll taxes) up to a maximum of \$10,000; or
 - b. Deposit 30% of sick leave hours into the employee's HRA VEBA account up to a maximum of \$10,000 (payroll tax free).
2. Employees with at least 15 years of service who voluntarily resign and are not yet eligible for retirement can:
 - a. Receive 15% of sick leave hours as cash (subject to payroll taxes); or
 - b. Deposit 20% of sick leave hours into the employee's HRA VEBA account (payroll tax free).

3. Employees who separate upon disability or death will receive 100% of sick leave hours cashed out (subject to payroll taxes).

The option between cash payment and HRA account payment shall be selected by the Union annually in January.

ARTICLE 16 - OTHER LEAVES

- A. **Bereavement Leave.** In the event of a death in the immediate family, at the employee's request, three days off with pay shall be granted for bereavement. Additional time off may be granted up to a maximum of five days. Sick leave will be used for the additional two days upon approval of the Department Director. "Immediate family" shall mean the employee's spouse or domestic partner, children, mother, and father, the mother and father of the employee's spouse, siblings, grandchildren, grandparents (or employee's spouse's grandparents), son-in-law, or daughter-in-law. However, under unusual circumstances, the Department Director may more broadly construe this definition to apply to other persons living within the employee's household; or others related to the employee by blood or marriage, or to established foster relationships having attributes of familial ties.
- B. **Family and Medical Leave.** The City shall abide by all state and federal laws regarding the Family and Medical Leave Act (FMLA), Washington Paid Family and Medical Leave (PFML), and as outlined in the Employee Handbook. Specific information regarding all leaves is available through Human Resources.
- C. **Jury Duty.** Time off with pay will be granted for jury duty to regular full-time employees. The employee shall be paid their regular salary but must submit the compensation received for such service to Human Resources. The employee must give the City prompt notice of the call for jury duty.
- D. **Subpoena.** Appearance before a court, at a deposition, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other directive shall be approved as authorized leave with pay, unless the matter involves the employee as a party or petitioner. The employee shall be paid their regular salary but must submit the compensation received for such service to Human Resources. This section shall not apply to any proceedings called for under Article 8, except that the Union shall be entitled to subpoena one (1) witness with pay for an issue resolution hearing.
- E. **Military Leave.** The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), and the laws of the State of Washington regarding Veterans as outlined in the Washington State Military Family Leave Act (MFLA), RCW 38.40.060, and any amendments thereto.
 1. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding twenty-one (21) calendar days during each military year (October 1 through September 30), or as designated by law.

2. Health insurance coverage during military leave will be administered in accordance with USERRA.
3. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
4. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.
5. Leave for military spouses during deployment shall be administered in accordance with MFLA, Family Medical Leave Act (FMLA), and RCW 49.77.030

ARTICLE 17 - BENEFITS

- A. **Health Insurance.** The City shall offer medical, dental, and vision insurance benefits through the following Association of Washington Cities (AWC) plans: Regence Blue Shield Health First 250 or HDHP Medical Plan, or the Kaiser Permanente (Group Health) 200, HDHP Medical Plan, or Access PPO Plan, and Washington Dental Service Plan E or Willamette Dental. The City shall pay 100% of the monthly premium for medical and dental insurance after a required employee premium-share payment of \$10.00 for eligible employees and 75% of the monthly premiums for an employee's eligible dependents. Employees shall be responsible for a monthly premium-share payment of \$10.00 and 25% of dependent premiums. The City shall pay 100% of the monthly premium for vision insurance for an employee and their covered dependents under AWC - Vision Services Plan (VSP) Plan.
1. For employees choosing the AWC Regence Blue Shield Health First 250 Medical plan or the Kaiser Permanente 200 or Access PPO Plan, the City shall contribute one hundred dollars (\$100.00) per month to each employee's VEBA trust account.
 2. For employees choosing AWC Regence Blue Shield High-Deductible Health Plan or the Kaiser Permanente HDHP, the City shall contribute three hundred dollars (\$300.00) per month to each employee's VEBA trust account.
 3. Opt-out of medical coverage. Employees who waive the right to obtain medical insurance coverage through the City and who provides proof of credible coverage through their spouse or other source, shall be entitled to receive 50% of the premiums (based on the Regence 250 plan rates) that would be paid by the City, contributed to their HRA-VEBA account. (Examples: (1) Employee plus spouse would receive an amount equal to 50% of the premiums for them and their spouse minus the 25% employee contribution for the dependent; (2) Employee with two children and spouse would receive 50% of the equivalent of those premiums, minus the 25% employee contribution for dependents).
 4. The City may make certain changes to the health care plan mandated by the healthcare provider. The City may reopen the Agreement for the limited purpose of obtaining changes necessitated by state or federal health care reform.

In recognition of the impacts of possible future rate increases during the time of this Agreement, the City commits to work diligently to explore programs and strategies to decrease costs while maintaining benefits levels, where possible. If, as a result of these efforts, positive improvements are implemented for non-represented employees, the City commits to extending the same cost benefits to AFSCME employees as well.

- B. **Life and Long-Term Disability.** The City shall provide employees of this bargaining unit with the same Long-Term Disability Insurance, Accidental Death and Dismemberment, and Term Life Insurance as is provided to non-represented employees.
- C. **Employee Assistance Program (EAP).** The City shall provide employees of this bargaining unit with the same EAP services through the Association of Washington Cities that is provided to non-represented employees.
- D. **Retirement.** All eligible employees shall be covered under the Public Employees' Retirement System.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

- A. **Rain Gear.** One (1) high-visibility rain jacket, one (1) pair of bib overall rain pants, and one pair of reinforced-toe rubber boots will be supplied to each employee required to work outdoors in inclement weather and replaced on an as-needed basis as determined by their supervisor. Rain gear belongs to the City and shall be returned upon separation of employment or reassignment to a position not requiring rain gear.
- B. **Uniforms.** Effective January 1, 2027, the City agrees to furnish uniforms to all employees required to work in the field using a quartermaster system, replaced on an as-needed basis as determined by their supervisor. These employees will be furnished, upon hire, with:
 - 1. Five (5) t-shirts or collared shirt
 - 2. Two (2) safety t-shirts
 - 3. Three (3) mid-weight sweatshirts
 - 4. One (1) coat
 - 5. One (1) baseball cap
 - 6. One (1) stocking cap

All supplied uniforms will have City-approved logos and are required to be the top clothing layer worn by the employee while at work. A supervisor may authorize additional items for specific positions as required. All items shall be returned to the City upon separation of employment.

- C. **Coveralls.** Effective January 1, 2027, the City will furnish up to two (2) coveralls per employee upon request and approval; however, the City will furnish up to ten (10) pairs as requested and approved for employees on the Sewer Team. Employees may launder coveralls at designated City facilities.
- C. **Work Pants and Boot Allowance.** Effective January 1, 2027, the City will reimburse up to four hundred dollars (\$400) per year to each employee required to work in the field to purchase work pants and safety boots. Safety boots must meet ASTM F2413 standards. The purchase may be

conducted on up to two (2) hours of City time, pre-approved by the employee's supervisor. Employees hired after June 30 will be given a prorated allowance for work pants and safety boots. Employees who are separated from employment, regardless of reason, must reimburse the City for clothing purchases made within three (3) months of their last working day.

- D. **Safety Gear.** The City will provide required personal protective equipment (PPE) in accordance with state and federal standards. Such PPE may include safety vests, safety glasses, protective gloves, ear protection, masks, and hard hats. PPE will be provided to employees on an as-needed basis and is subject to replacement at the discretion of the supervisor. PPE items belong to the City and shall be returned upon separation of employment.
- E. **Commercial Driver's License.** The City will cover the cost for the physical and commercial driver's license (CDL) certifications for those employees the City requires to have a CDL qualified license. The minimum required CDL is Class B with an air brake endorsement. Employees may be required by the City to have a tanker endorsement.
1. The City may select any doctor/clinic of its choice to perform the CDL physical.
 2. The physical and CDL testing will be conducted on City time. However, should an employee fail the CDL test, the retake of the test is at the employee's expense and on the employee's time.

ARTICLE 19 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2026, and it shall remain in full force and effect until December 31, 2028.

Any provision of the Agreement invalidated by law or governmental proclamation is severable and negotiable and shall not affect the validity of other provisions of this Agreement. The Agreement continues in effect during good faith bargaining.

Signed this ____ day of June 2026.

CITY OF MERCER ISLAND:

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL #21-M:**

Jessi Bon
City Manager

Chris Kelley
Local #21-M President

APPROVED AS TO FORM:

Colin Boyle
Outside Legal Counsel

Chuck Speece
WSCCCE Staff Representative

APPENDIX A								
2026 AFSCME PAY SCALE								
COLA - 2.7%								
Position	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Type	Entry Level	12 Months	24 Months	36 Months	48 Months	60 Months	72+ Months
Accounting Specialist	Hourly	\$ 37.05	\$ 37.98	\$ 39.50	\$ 41.08	\$ 42.72	\$ 43.58	\$ 44.45
	Monthly	\$ 6,422.00	\$ 6,583.20	\$ 6,846.67	\$ 7,120.53	\$ 7,404.80	\$ 7,553.87	\$ 7,704.67
	Annual	\$ 77,064.00	\$ 78,998.40	\$ 82,160.00	\$ 85,446.40	\$ 88,857.60	\$ 90,646.40	\$ 92,456.00
Administrative Assistant	Hourly	37.05	37.98	39.50	41.08	42.72	43.58	44.45
	Monthly	6,422.00	6,583.20	6,846.67	7,120.53	7,404.80	7,553.87	7,704.67
	Annual	77,064.00	78,998.40	82,160.00	85,446.40	88,857.60	90,646.40	92,456.00
Building Inspector	Hourly	46.63	47.79	49.70	51.69	53.76	54.83	55.93
	Monthly	8,082.53	8,283.60	8,614.67	8,959.60	9,318.40	9,503.87	9,694.53
	Annual	96,990.40	99,403.20	103,376.00	107,515.20	111,820.80	114,046.40	116,334.40
Capital Projects Inspector	Hourly	48.78	50.00	52.00	54.08	56.25	57.37	58.52
	Monthly	8,455.20	8,666.67	9,013.33	9,373.87	9,750.00	9,944.13	10,143.47
	Annual	101,462.40	104,000.00	108,160.00	112,486.40	117,000.00	119,329.60	121,721.60
Crew Lead	Hourly	44.62	45.74	47.57	49.47	51.45	52.48	53.53
	Monthly	7,734.13	7,928.27	8,245.47	8,574.80	8,918.00	9,096.53	9,278.53
	Annual	92,809.60	95,139.20	98,945.60	102,897.60	107,016.00	109,158.40	111,342.40
CRT Technician	Hourly	40.44	41.45	43.11	44.84	46.63	47.56	48.51
	Monthly	7,009.60	7,184.67	7,472.40	7,772.27	8,082.53	8,243.73	8,408.40
	Annual	84,115.20	86,216.00	89,668.80	93,267.20	96,990.40	98,924.80	100,900.80
Custodian	Hourly	28.99	29.72	30.91	32.14	33.43	34.10	34.78
	Monthly	5,024.93	5,151.47	5,357.73	5,570.93	5,794.53	5,910.67	6,028.53
	Annual	60,299.20	61,817.60	64,292.80	66,851.20	69,534.40	70,928.00	72,342.40
Customer Service Representative	Hourly	34.03	34.89	36.28	37.73	39.24	40.03	40.83
	Monthly	5,898.53	6,047.60	6,288.53	6,539.87	6,801.60	6,938.53	7,077.20
	Annual	70,782.40	72,571.20	75,462.40	78,478.40	81,619.20	83,262.40	84,926.40
Electrical Inspector	Hourly	48.23	49.43	51.41	53.47	55.61	56.72	57.85
	Monthly	8,359.87	8,567.87	8,911.07	9,268.13	9,639.07	9,831.47	10,027.33
	Annual	100,318.40	102,814.40	106,932.80	111,217.60	115,668.80	117,977.60	120,328.00
Electrical/Building Inspector	Hourly	49.76	51.00	53.04	55.16	57.37	58.52	59.69
	Monthly	8,625.07	8,840.00	9,193.60	9,561.07	9,944.13	10,143.47	10,346.27
	Annual	103,500.80	106,080.00	110,323.20	114,732.80	119,329.60	121,721.60	124,155.20
Fleet Mechanic	Hourly	48.78	50.00	52.00	54.08	56.25	57.37	58.52
	Monthly	8,455.20	8,666.67	9,013.33	9,373.87	9,750.00	9,944.13	10,143.47
	Annual	101,462.40	104,000.00	108,160.00	112,486.40	117,000.00	119,329.60	121,721.60
Foreman	Hourly	48.20	49.40	51.38	53.43	55.57	56.68	57.82
	Monthly	8,354.67	8,562.67	8,905.87	9,261.20	9,632.13	9,824.53	10,022.13
	Annual	100,256.00	102,752.00	106,870.40	111,134.40	115,585.60	117,894.40	120,265.60
Permit Coordinator	Hourly	40.02	41.02	42.66	44.37	46.15	47.07	48.01
	Monthly	6,936.80	7,110.13	7,394.40	7,690.80	7,999.33	8,158.80	8,321.73
	Annual	83,241.60	85,321.60	88,732.80	92,289.60	95,992.00	97,905.60	99,860.80
Permit Technician	Hourly	37.04	37.97	39.49	41.07	42.71	43.57	44.44
	Monthly	6,420.27	6,581.47	6,844.93	7,118.80	7,403.07	7,552.13	7,702.93
	Annual	77,043.20	78,977.60	82,139.20	85,425.60	88,836.80	90,625.60	92,435.20
Plans Examiner & Building Inspector	Hourly	50.97	52.24	54.33	56.51	58.77	59.94	61.14
	Monthly	8,834.80	9,054.93	9,417.20	9,795.07	10,186.80	10,389.60	10,597.60
	Annual	106,017.60	108,659.20	113,006.40	117,540.80	122,241.60	124,675.20	127,171.20
Senior Electrical/Building Inspector	Hourly	54.24	55.59	57.82	60.13	62.53	63.78	65.06
	Monthly	9,401.60	9,635.60	10,022.13	10,422.53	10,838.53	11,055.20	11,277.07
	Annual	112,819.20	115,627.20	120,265.60	125,070.40	130,062.40	132,662.40	135,324.80
Stormwater Quality Technician	Hourly	48.78	50.00	52.00	54.08	56.25	57.37	58.52
	Monthly	8,455.20	8,666.67	9,013.33	9,373.87	9,750.00	9,944.13	10,143.47
	Annual	101,462.40	104,000.00	108,160.00	112,486.40	117,000.00	119,329.60	121,721.60
Team Member	Hourly	38.93	39.91	41.50	43.16	44.89	45.79	46.70
	Monthly	6,747.87	6,917.73	7,193.33	7,481.07	7,780.93	7,936.93	8,094.67
	Annual	80,974.40	83,012.80	86,320.00	89,772.80	93,371.20	95,243.20	97,136.00
Utilities Inspector	Hourly	48.78	50.00	52.00	54.08	56.25	57.37	58.52
	Monthly	8,455.20	8,666.67	9,013.33	9,373.87	9,750.00	9,944.13	10,143.47
	Annual	101,462.40	104,000.00	108,160.00	112,486.40	117,000.00	119,329.60	121,721.60
Utility Billing Lead	Hourly	44.62	45.74	47.57	49.47	51.45	52.48	53.53
	Monthly	7,734.13	7,928.27	8,245.47	8,574.80	8,918.00	9,096.53	9,278.53
	Annual	92,809.60	95,139.20	98,945.60	102,897.60	107,016.00	109,158.40	111,342.40
Water Service Specialist	Hourly	38.93	39.91	41.50	43.16	44.89	45.79	46.70
	Monthly	6,747.87	6,917.73	7,193.33	7,481.07	7,780.93	7,936.93	8,094.67
	Annual	80,974.40	83,012.80	86,320.00	89,772.80	93,371.20	95,243.20	97,136.00
Water Quality Technician	Hourly	48.78	50.00	52.00	54.08	56.25	57.37	58.52
	Monthly	8,455.20	8,666.67	9,013.33	9,373.87	9,750.00	9,944.13	10,143.47
	Annual	101,462.40	104,000.00	108,160.00	112,486.40	117,000.00	119,329.60	121,721.60