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MEMORANDUM

To: David Ramsay, City Manager

From: William Kenny, Human Resources Director

Date: January 30, 2007

Subject: Contract Approval between the City of Kirkland and the American Federation of State, County & Municipal Employees (AFSCME) AFL-CIO, Local #1837

RECOMMENDATION**:**
Requesting an approval of the Collective Bargaining Agreement between the City of Kirkland and the American Federation of State, County & Municipal Employees AFL-CIO, Local #1837 for the period of January 01, 2006 through December 31, 2008.

BACKGROUND DISCUSSION:
Recent Collective Bargaining Agreement negotiations between the City of Kirkland and employees of the Local #1837 AFSCME Union have yielded a new collective bargaining agreement covering the period of January 01, 2006 to December 31, 2008. The new agreement has been voted and approved by the AFSCME membership and is waiting final approval from City Council.

Attachment 1
Final CBA City of Kirkland and AFSCME Local #1837 2006 – 2008
Attachment 2
Salary Schedule CBA Addendum

AGREEMENT

by and between

The City of Kirkland, Washington

and the

LOCAL #1837
The Washington State Council
of County and City Employees
of the
American Federation of State,
County and Municipal Employees
AFL-CIO

January 1, 2006 through December 31, 2008

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PREAMBLE

THIS AGREEMENT is made by and between the CITY OF KIRKLAND, WASHINGTON, (hereinafter referred to as the "Employer"), and Local 1837, Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

The purpose of the Employer and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1.1 Bargaining Unit (Union) shall be Local 1837 Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO.

1.2 Employer Seniority shall mean the period of continuous service, consistent with Article 8.

1.3 Continuous Service shall be uninterrupted employment with the Employer and is suspended during leaves without pay of thirty (30) continuous days or more.

1.4 Employer shall mean the City of Kirkland.

1.5 Employee shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.

1.6 Executive, Administrative, and Professional Employees shall mean all employees as defined in WAC 296-128-500.

1.7 Flex-time shall mean an authorized alternative work schedule.

1.8 Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.

1.9 Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager.

1.10 Job Classification Seniority shall be defined as the total length of continuous service in a position title within the Bargaining Unit.

1.11 Job Share positions shall be defined as those position(s) where two employees are occupying one full time position. Job share employees may be required by Department Director, or his or her designee, to fill in for other employee absences and high volume periods on an as-needed basis.

1.12 Loudermill Rights is the process of being informed in regards to disciplinary action. Loudermill Rights are the employees' rights of due process and to not be deprived of the property rights of their positions without due process.

1.13 Members of Employee's Household shall mean persons who reside in the same home, who have reciprocal and natural or moral duties to and/or do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or a commune.

1.14 Oral Warning shall be consistent with Article 7.6 addressing specific performance issues and what needs to be done to correct the performance issue.

1.15 Overtime shall mean all Employer-required work which has been performed in excess of forty hours per week.

1.16 Promotion shall be the appointment of an employee to a higher paid classification.

1.17 Regular full-time Employee means any salaried employee, hired for an indefinite period of time, who works forty or more hours per week on a fixed, regular schedule and is compensated and accrues benefits based on full-time employment.

1.18 Regular Part-time Employee means any salaried employee, hired for an indefinite period of time, who works less than forty hours per week on a fixed regular schedule and is compensated and accrues benefits proportionate to the number of hours worked per pay period.

1.19 Temporary Employee shall mean an employee hired for a specific purpose or project and for a specific or definite period of time.

1.20 Transfer shall mean the reassignment of an employee to the same classification in a different Department with different duties and responsibilities, or to a different classification in any Department, provided such different classification is equal or lower in pay than the employee's previous classification. A transfer to a lower paid classification represents a voluntary non-disciplinary demotion.

1.21 Vacation shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.22 Weingarten Rights are employees' rights to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.

1.23 Working Day shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8-hour working day, excluding holidays.

1.24 Written Reprimand shall describe the infraction and the discipline to be executed based on the scale of the severity of the infraction. A Written Reprimand shall be part of employee personnel file. Weingarten Rights must be upheld.

1.25 Written Warning shall describe both the problem and the needed correction in specific terms, and the potential consequences if it reoccurs. A Written Warning shall be part of employee personnel file. Weingarten Rights must be upheld.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular employees of the City of Kirkland as noted in the classifications identified in Addendum A – Salary Schedules, excluding supervisory and confidential employees.

2.1.1 The Employer also recognizes the Union as the exclusive bargaining representative for all temporary employees, as defined in Article 5.2.3, working in those job classifications except interns and work study students. The Union agrees that representation of temporaries shall not include input into decisions regarding the tenure of temporary employees. With respect to new job classifications, see Article 2.2.

2.1.2 The Employer also recognizes the Union as the exclusive bargaining representative for those Seasonal or On-Call employees working in represented job classifications, who attain benefits eligibility, consistent with Articles 5.2.4 and 5.2.5,

2.1.3 Both the Employer and the Union recognize the benefit of utilizing volunteers from the local community. Volunteers shall be limited to performing tasks enumerated in mutually agreed to job descriptions which shall include work that is supportive of work performed by regular bargaining unit employees.

2.2 NEW CLASSIFICATIONS

When new regular or temporary positions are created within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action ten (10) working days prior to the date that the position is first posted or advertised.

When existing classifications are substantially modified within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within ten (10) working days of the date that the position is first posted / advertised or the proposed effective date of the action that would change the status of the classification.

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the

bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.

ARTICLE 3 –UNION SECURITY

3.1 MEMBERSHIP

Subject to the provisions of this Article, all employees in the bargaining unit who are members of the Union as of the signature date of this agreement shall remain members in good standing for the term of the agreement.

3.1.1 As of the signing of this agreement, the six (6) grandfathered employees that have elected not to become Union members are not obligated to pay any monies to the Union under the terms of this agreement, except as provided in Article 3.1.2

3.1.2 When a grandfathered employee voluntarily changes departments, to fill a represented position, they will be responsible for paying Union dues or a service fee in accordance with Article 3.2.

3.2 DUES DEDUCTION

Any employee hired after the effective date of this agreement shall within thirty (30) days of employment become and remain a member of the Union; provided that in the event any employee wishes to withdraw from the Union or does not wish to become a member of the Union, the employee shall pay each month an amount equivalent to the Union dues as a service fee toward the cost of the negotiations and administration of this agreement. Such service fee shall not exceed the dues attributable to being a member of the Union.

Dues and service fees levied above shall be deducted by the Employer and provided to the Union upon written authorization from the employee as a condition of employment. Dues and service fee deductions shall not be modified more than once per year. Rights of non-association, dues deductions and any service fee shall be administered consistent with applicable state and federal law.

If any employee does not have a check coming to him or her or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.

The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union.

The Employer recognizes that employees of the City of Kirkland may, at their discretion, pay a service fee in lieu of union membership dues. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, salary, classification, department, hire date and termination date.

The Union agrees to supply Human Resources with current lists of officers and stewards. The Employer will recognize the officers and stewards as soon as the list is received, in writing, by Human Resources.

3.4 NONDISCRIMINATION – UNION ACTIVITY

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

ARTICLE 4 – UNION / EMPLOYER RELATIONS

4.1 UNION ACCESS

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 FACILITY USE

The conduct of Union business on Employer time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or officer shall use Employer's equipment in the conduct of Union business.

The Union shall be permitted to use designated premises of the Employer for Union meetings, with or without Union staff present, provided it is not disruptive to operations and space is available. Use of Employer's premises for meetings shall be limited to the hours of 5pm to 8am and 12pm to 1pm, unless otherwise approved by the Employer.

4.3 STEWARDS

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the Employer, stewards and/or the officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

The Employer recognizes that the Union is entitled to at least one steward in each department in which bargaining unit members are employed.

4.4 ORIENTATION

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Union contact information.

4.5 BULLETIN BOARDS

The Employer will provide a bulletin board for Union use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions, similar Union notices, letters, and memoranda. All material shall be signed by an officer of the Union. Union will limit the posting of any material on the Employers' premises to its bulletin board.

4.6 CONTRACT DISTRIBUTION

The Union will provide access to a copy of this Agreement to each new and current employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards or officers provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the steward's Department Director or Human Resources.

4.9 UNION BUSINESS

Compensable Union business shall be defined as meeting with an authorized Employer representative who schedules a meeting during normal business hours when it is necessary for a duly authorized officer of the Union (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the presence of a Union official. When reasonably possible, the Union representative will notify their Supervisor or designee when they are requested to attend a Union meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, stewards and/or the officers shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

The Union and the Employer have the right to communicate on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all stakeholders are notified and copied appropriately. The parties agree to respond to written and e-mail correspondence within 10 working days and telephonic messages as soon as reasonably possible.

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal six (6) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

The Department Director may extend the six month probationary period for new employees up to an additional six months. The Department Director shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision within fourteen (14) calendar days of the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work, consistent with Article 7.3.

5.2 TYPES OF EMPLOYMENT

5.2.1 REGULAR FULL-TIME EMPLOYEES:

A regular full time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time employees are eligible to receive the standard benefit package.

5.2.2 REGULAR PART-TIME EMPLOYEES:

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked.

5.2.3 TEMPORARY EMPLOYEES:

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked.

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days notice from the Employer or 30 calendar days notice from the employee, whichever is earlier. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

After a temporary position is filled longer than two (2) years, the Employer will meet and discuss the status of the position with the Union. If or when the position is fully funded, a temporary employee may apply for that position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

5.2.4 SEASONAL EMPLOYEES:

A seasonal employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period. A seasonal employee is not eligible to receive the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.2.5 ON-CALL / EXTRA HELP EMPLOYEES:

An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

5.4 STUDENTS / INTERNS

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 WORKDAY / WORKWEEK

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

6.2 WORK SCHEDULES

The normal work schedule for full-time employees shall be Monday – Friday, 8am to 5pm. The employer may change the work schedule at any time. If the Employer makes a non-emergency change in the employee's work schedule, the employee shall be given at least ten (10) working days notice prior to the new schedule going into effect.

6.2.1. If the Employer makes a change in a non-exempt employee's normal work schedule with less than 48 hours' notice, the employee shall be paid a ten percent (10%) premium based on the employee's regular straight time hourly rate of pay for the remainder of work week hours the employee is assigned to work outside his or her regular schedule.

6.2.2 Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work duties and/or responsibilities with the City of Kirkland, nor create a conflict of interest as defined by the Employer's Personnel policies.

Flex Time - Employees may work flex time with written approval of the Department Director. Approved flex time shall constitute an employee's normal work schedule and must represent forty (40) hours per work week for full-time employees and such schedule shall comply with the Fair Labor Standards Act and WAC 296.128-500.

6.3 REST / MEAL BREAKS

All employees shall receive a fifteen (15) minute break for each four (4) hours worked, in addition to their lunch break. Lunch break shall be on the employees' own time. Employees working three or more hours longer than a normal work day schedule shall be allowed at least one (1) thirty (30) minute unpaid meal period prior to or during the additional work period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each

four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week.

Employees who because of the nature of their work or by specific direction of their supervisor are required to eat their lunch at their work station shall be provided a paid meal period. Employees whose meal period is normally unpaid may be paid overtime (per Article 6.4) for the time worked or have the day or workweek adjusted.

6.4 OVERTIME

Overtime Eligible

Employees listed in the salary schedule as "overtime eligible" are entitled to overtime compensation. Overtime shall be compensated at one and one half (1 ½) times the employee's normal hourly rate of pay or time off at that rate for all time worked over forty (40) hours per week. Overtime shall be paid in fifteen (15) minute increments. Employees subject to emergency callback and not in a standby mode shall have holiday hours included in the calculation of hours worked for the purpose of calculating overtime.

6.4.1 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time shall be considered as time worked.

6.4.2 While over-time is not paid for working over a regular scheduled shift, unless such results in over forty (40) hours compensated for the workweek, either the employee or the Employer may propose an "adjusted work-week" (i.e. flexing hours within that same work week). The adjusted work week must also be approved in advance by the employee's immediate supervisor and should be established at the time of authorizing the hours worked over a regular shift. The adjusted work week must be by mutual agreement.

6.4.3 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent / emergency situations, all overtime must be approved in advance by the employee's immediate supervisor.

Overtime Exempt

Employees listed in Appendix A as **"**overtime exempt**"** are considered to be executive, administrative, or professional employees and are not entitled to overtime compensation. These employees are responsible for scheduling and performing their duties consistent with their job requirements and the needs of their department. In so doing, these employees occasionally may be required to work extra time beyond their normal work schedule and will be allowed to take discretionary time off with pay, provided that it does not interfere with the functions of their department. Greater variation in work schedules may be necessary for some employees depending on their job requirements. It is not required that extra time worked and discretionary time off be balanced hour for hour. The payment of the basic salary and benefits is not affected by extra time worked or discretionary time away from the job.

When scheduling use of discretionary time, employees will consult with their immediate supervisor prior to taking the time.

6.5 COMPENSATORY TIME

Generally, overtime shall be paid rather than compensatory time granted. Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensatory time shall be awarded by mutual agreement between the employee and the supervisor at the time of authorizing the overtime.

Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1st, for all hours earned through October 31st, provided however, with written notice submitted to the payroll preparer prior to October 31st, the employee may elect to carry over up to forty (40) hours of compensatory time into the next cycle year.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. Premium or overtime pay shall not be duplicated or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee's regular rate of pay.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Employer and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination. Administration and application that is not in contravention of Federal or State law shall not be construed to be discrimination under this Article.

The Union and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 JOB POSTING

When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department for a period of no less than five (5) working days before the position is filled. Job openings shall be posted within the Employer only and may also be posted externally. Except as limited by Article 7.3, the Employer may consider applicants from within the Employer or may advertise and solicit applicants simultaneously from outside the City. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the department to whom the position will report and the application process. Union positions will be identified as such.

7.3 PROMOTIONS

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position. The Union recognizes the Employer's obligation to comply with

State and Federal statutes regarding Affirmative Action. At the discretion of the Employer, outside recruitment and selection may take place. When an employee applies and is not selected for a vacancy, he/she will receive notification.

Promotions to a higher job classification shall be according to ability and seniority; ability determined to be equal, seniority shall prevail. There shall be a six (6) month trial service period, or less at the Employer's option, for such promotions, in order for the employees to acquire skills and demonstrate their qualifications, during which time the employee shall be compensated at the higher rate of pay. At any time during the trial service period the Employer may assign the promoted employee back to their previous position to help with workload or training.

During the trial service period, an employee promoted to a regular position may return to the former position by their choice. The employee may also be returned to their former position upon an evaluation of unsatisfactory performance by the employer during the six (6) months trial service period. The employee may voluntarily waive their return rights in writing, with a copy to the Union, at any point after the promotion has occurred.

Upon returning to the former position, the employee shall retain their seniority and be placed in the salary schedule and step in which they would have been had they not been promoted. It shall be the goal of the Employer to promote insofar as possible from the ranks of the employees.

Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work. The employer shall not be required to hold the positions open from which the employees were transferred or promoted. If the position is filled, the trial service period and any associated return rights will end upon an regular employment offer of hire to fill the vacancy of the former position. The right to assign the promoted employee back to their previous position shall, regardless, continue to help with workload or training. During the trial service period, the employees may be reassigned to their previous positions and/or classifications at the sole discretion of the employer. However, the discharge or discipline (as defined in Article 7.6) of a transferred or promoted employee shall be subject to the grievance procedure.

7.4 PERSONNEL FILE / POLICIES

Unless otherwise provided by the terms of this Agreement, the City of Kirkland Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to Employer policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between Employer policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer’s failure to abide by this section pertaining to personnel file access shall not affect the Employer’s ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

7.5 EVALUATIONS

The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

7.6 DISCIPLINE / CORRECTIVE ACTION

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct,
- suspension or administrative leave with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)
The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

7.6.1 That the Employer did forewarn employee of possible consequences of conduct;

7.6.2 That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;

7.6. 3 That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey a Employer policy or rule;

7.6.4 That the Employer conducted its investigation objectively;

7.6.5 That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

7.6.6 That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

7.6.7 That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Employer Seniority: the total length of continuous calendar-based service with the Employer.

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit.

Department Seniority: Seniority for the purpose of intra-departmental promotion and transfer shall consist of continuous calendar-based service of the employee with the department.

Seniority shall be established upon appointment to a regular or temporary, full-time or part-time budgeted position within the bargaining unit.

Including vacation and sick leave however, seniority shall not be accrued while on a leave of absence without pay for thirty (30) continuous days or more. The appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of on-the-job injury, during the period of disability associated with pregnancy, or military leave. For these exceptions, the appointment date shall not be adjusted for periods up to six (6) months. No seniority shall be established while an employee is employed in a seasonal or on-call position.

Other Definitions:

8.1.1 Application of Seniority
How an employee's years of continuous service are utilized to determine their respective rights in regard to postings, promotions, reassignment, transfer, layoff, or recall.

8.1.2 Continuous Service
Means uninterrupted employment with the Employer subject to the following provisions:

1. Continuous calendar-based service shall include uninterrupted employment.

2. Continuous service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment.

8.1.3 Layoff

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

8.1.4 Affected Group / Employees

An Affected Group would be any job classification that is subject to a layoff. An Affected Employee would be the least senior employee(s) within an affected job classification which are subject to lay-off or reduction in force and have certain rights as a result.

8.1.5 Layoff Alternatives

A number of alternatives exist for affected employees including:

1. Assume - a vacant position
2. Bump - displacing a less senior employee
3. Recall - accepting unemployment and the option of future recall

8.1.6 Bumping

The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

8.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified, consistent with Article *7*. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department.

8.2.2 Layoffs

Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

8.2.3 Bumping

As to bumping, the employee's "competence" and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as

the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

8.2.4 Recall
Seniority shall be determinative in the identification of which employee is to be recalled, when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority, consistent with Article 8.2.3.

8.3 PROBATIONARY PERIOD
Upon successful completion of the probationary period, the Employer seniority of the employee shall be established as the initial date of hire including the service during the probationary period. Department seniority shall then be based on continuous service with the department.

8.4 LOSS OF SENIORITY
An employee will lose seniority rights by and/or upon:

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months.

8.4.5 Failure to respond to two offers of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.

8.5 LAYOFFS
A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

Total Classification seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by bargaining unit seniority, consistent with Article 8.2.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

8.6 NOTICE

The Union shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump through the attachment of a current seniority list.

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

8.7 MEETING WITH UNION

The Union shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)."

The least senior employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

8.8.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

8.8.3 Probationary Employees

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

8.9 VACANT POSITIONS

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13a. Within other departments affected employees will be given consideration for vacant positions for which they are qualified.

8.10 SENIORITY LIST

The Employer shall update the seniority list and provide it to the Union annually, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

8.11 ORDER OF LAYOFF

The least senior employee (by classification seniority) within the affected job classification and affected department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not

possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

8.12 COMPARABLE EMPLOYMENT

For purposes of this Article, "comparable employment," "comparable position" or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

8.13 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

8.13.1 Assume a Vacant Position

On a bargaining unit seniority basis, to assume a vacant position in the same department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the Employer for which the employee is qualified.

When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

8.13.2 Bump

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications or in classifications which the employees previously held and are still competent to perform the work of the classification. The employee may bump to other departments only within their current classification or if they previously held the position and are still competent to perform the duties.

Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

8.13.3 Recall

If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for temporary and regular with end date employment shall be determined by the Employer.

8.14 REDUCTION HOURS / FTE

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 8.13. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.

8.15 RECALL

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

In other represented departments, as long as any employee remains on the recall list the Employer shall first post internally a vacancy of the affected employee’s same classification to assure that the affected employee, together with other current employees are given opportunity for consideration for the vacancy. The employer then reserves the right to post externally if, at the sole discretion of the employer, a current employee does not best fit the needs of the vacancy.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

A copy of the recall list shall be provided to the Union, upon request.

A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months if the Employer states reasons in writing to the employee at the end of the first three (3) months. An employee who does not successfully complete the probationary period shall return to the recall list and shall remain on the recall list for the portion of their fourteen (14) months remaining at the time of re-hire.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority as a result of layoff for a period of up to fourteen (14) months; provided, however, that no benefits shall be accrued during the period of layoff, or during the time of temporary employment.

8.16 VACATION & LEAVE CASH OUTS / PAY

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff. If a person on the recall list is employed in a temporary position employment, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.

8.17 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE.

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix A. The salary schedule reflects both the COLA and market adjustments agreed to by the parties for 2006.

Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

9.1.1 COLA Adjustments

9.1.1.1 Effective January 01, 2006, the monthly rates of pay shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index – first half average (no minimum and no maximum). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). This results in an application to the salary schedule of 2.58 % (two and fifty-eight one-hundredths percent).

9.1.1.2 Effective January 01, 2007, the monthly rates of pay shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index from June 2005 to June 2006 (no minimum and no maximum). The Index used shall be CPI-W. This results in an application to the salary schedule of 4.16 % (four and sixteen one-hundredths percent).

9.1.1.3 Effective January 01, 2008, the monthly rates of pay shall be increased by ninety-five percent (95%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index from June 2006 to June 2007 (no minimum and no maximum). The Index used shall be CPI-W.

For all retroactive amounts, the Employer shall, within thirty days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

9.2 HIRE-IN RATES

New regular employees shall normally be placed at Step A of the appropriate salary range.

9.3 SHIFT DIFFERENTIAL

Shift differential is not applicable to this bargaining unit.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Employees assigned to emergency standby duty during their time off shall be paid 15 percent of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on paid holidays specified in Article 11 shall be paid 25 percent of their regular straight-time hourly rate for each hour of standby.

Employees not on standby shall receive a minimum of two (2) hours of pay when called back to work by the employee's supervisor to handle a matter that requires immediate attention. Employees on standby shall also receive a minimum of two (2) hours of pay when required to physically return to the worksite to handle a matter that requires immediate attention. Employees on standby that are required to provide telephonic or computer remote services shall receive the greater of a minimum of one (1) hour of pay or the time actually worked. Other hours actually worked during the standby period are tracked in 15 minute increments. Employees will not receive the minimum of one (1) hour of pay for time worked that is considered de minimus (less than 7.5 minutes).

10.2 CALL-BACK PAY

All employees will respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1½) times the regular rate. After working the call out shift, the employee may have the option of working the next regularly scheduled shift, provided the supervisor and the employee feel the employee can carry out the duties of the position safely. When the employee does continue working, the time worked on the next regularly scheduled shift shall be compensated at the normal straight time rate.

During periods of emergency, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

This provision shall apply to employees who are required to attend Employer scheduled meetings on their regularly scheduled day(s) off.

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the appropriate rate of pay.

10.3 WORK IN A HIGHER CLASSIFICATION

Employees assigned by their Department Director or the City Manager to assume the full range of responsibilities of a higher level position in a temporary capacity for at least 10 working days shall receive Temporary Assignment Pay commencing from the first such day worked. Pay shall be at the "A" step of the higher pay range, or at the lowest step which gives the employee a 5 percent pay increase, whichever is greater.

Out of Class Pay shall be awarded due to a position vacancy created by separation from Employer employment, extended illness, injury, or maternity leave of the incumbent. Management retains the right to determine whether or not to fill vacant positions with temporary appointments.

10.4 MILEAGE REIMBURSEMENT

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.5 FOOTWEAR ALLOWANCE

The Employer shall distribute to each regular, full-time employee required to wear WISHA approved footwear (currently the classifications of Inspectors and Code Enforcement Officers), a footwear allowance in the amount of two hundred dollars ($200.00) per year to be received on the first payday of September of each year. New employees shall not be eligible for receipt of this benefit until completion of their probation period nor shall they receive more than one (1) allowance per calendar year.

Employee uniforms purchased through an advance or reimbursement that can be worn as street clothing shall be taxable income to the employee in accordance with the Internal Revenue Service rules.

10.6 LONGEVITY

All employees who have completed 13 continuous years of service to the Employer will receive a flat rate of $50.00 per month and will not be affected by the COLA.

Effective upon ratification of the Agreement, the above sentence will be amended to recognize long-term service and longevity will be added for all employees who have completed continuous years of service based on the chart below:

$ 50.00 total per month at the start of the 12th year of service
$100.00 total per month at the start of the 17th year of service
$150.00 total per month at the start of the 22nd year of service

This will be a flat rate and will not be affected by the COLA.

ARTICLE 11 - HOLIDAYS

11.1 HOLIDAYS

Benefited full-time employees shall be granted the following holidays and such other days as the City Council may fix without a reduction in pay:

Holiday	Observed
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	4th Friday in November
½ Day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25th
½ Day New Year's Eve	Last regular work day before New Year's Day
Floating Holiday	Employee's Choice
Community Service Day	Employee's Choice

11.1.1 In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or Department Director, and provided that the particular day off selected by the employee does not prevent a department or division thereof from providing efficient public service. The Floating Holiday must be taken during the calendar year or entitlement to the day will be forfeited.

11.1.2 An employee must be employed in a regular or temporary position for six (6) consecutive months in order to be eligible for his or her floating holiday.

11.1.3 The above Community Service Day shall be available to employees effective April 1, 2007. Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

11.2 RELIGIOUS HOLIDAYS

Employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

11.3 HOLIDAY OBSERVANCE

Any regular holiday which falls on a Saturday shall be observed on the preceding Friday and any regular holiday which falls on a Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer within the same workweek.

The holidays listed above represent specific events as indicated. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth above.

11.4 HOLIDAY ON DAY OFF

Benefited employees shall receive eight (8) hours' holiday benefit pay and time-off for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE.

11.5 HOLIDAY COMPENSATION

Benefited employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule.

Should any work be performed by an employee on a holiday at the approval and/or direction of their supervisor they shall be paid for time worked and overtime may result if, consistent with Article 6.4, it results in over forty (40) hours worked for the workweek. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

ARTICLE 12 - VACATION

12.1 VACATION ACCRUAL

Full-time employees shall accrue vacation leave at the rate of one twelfth of annual vacation per month of service, based on the first pay period beginning the following schedule:

Years of Employment	Annual Vacation
1st - 4th years	104 hours
5th -7th years	128 hours
8th -10th years	136 hours
11th -13th years	144 hours
14th - 16th years	160 hours
17th - 19th years	176 hours
20th year and thereafter	192 hours

Accrual of vacation shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Vacation leave shall not accrue during any leave without pay.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or his or her designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

12.1.1 Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave and their service and work requirements precluded the Employer from granting the leave at that time. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

12.1.2 Any vacation leave accrued in excess of the above referenced maximums shall be forfeited and shall not form the basis of any severance pay or additional compensation. Upon termination of employment, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Earned vacation leave may be taken at any time during a period of illness after expiration of sick leave. Taking leave without pay in any month shall result in pro-ration of vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

12.2 VACATION SCHEDULING

Upon completion of six (6) months' continuous service in a regular position, an employee shall be eligible for paid vacation. An employee's request for vacation leave will be granted, provided that prior approval is given by the employer and provided that leave requested does not prevent a department or division thereof, from providing efficient public service.

Employees shall have the option of using compensatory time or vacation leave for approved paid time off.

12.3 VACATION PAY

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 VACATION UPON TERMINATION

Upon separation from Employer employment, employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, except as established in Article 8.5 of this Agreement. In no case shall an employee receive pay in lieu of unused vacation leave prior to separation from Employer employment, unless approved by City Manager or his or her designee.

Employees shall provide at least ten (10) working days written notice of their effective resignation date. The time limit of the resignation may be waived at the discretion of the Director. Pay in lieu of unused vacation shall be forfeited if ten (10) working days written notice is not provided or waived.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Full-time employees' sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service. Accrual of sick leave shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Any such leave accrued in any one year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) working hours.

Sick leave once accrued shall be available for use by employee.

Unused sick leave may be accumulated from year to year to a maximum of nine hundred and sixty (960) hours, but may not be taken or used for any reason other than those specified in Article 13.2.1 of this Agreement. The Employer shall not compensate any employee upon termination or at any other time for unused accrued sick leave by payment of money or compensating time off, except as provided in this section.

Taking leave without pay in any month shall result in pro-ration of sick leave accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

13.2 SICK LEAVE USAGE

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. The Employer may make periodic reviews of individual attendance records. Excessive absenteeism or use of sick leave for purposes other than those provided for in this Agreement may result in disciplinary action or termination of the employee.

> 13.2.1 Sick leave shall be granted for the following reasons: Personal illness or physical incapacity which renders the employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this agreement.

13.2.2 Employees who appear to be using excessive amount of sick leave may be required to submit a statement from a professional health care provider certifying the illness. A statement from the health care provider may also be required for certifying the date on which the employee is able to return to work and his or her ability to perform the required duties.

13.2.3 Use of accrued sick leave is contingent upon the employee or someone on his or her behalf notifying his or her immediate supervisor of the reason for absence prior to or within one hour of the regular start time each day. In cases of hospitalization or extended illness, daily notice is not required, provided that the employee's supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the employee will give advance notice of not less than one week to his or her immediate supervisor, unless there are extenuating circumstances.

13.3 SHARED LEAVE

The Employer may permit an employee to receive vacation consistent with the then current Shared Leave policy.

13.4 COORDINATION - WORKER'S COMPENSATION

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment. The foregoing payment or contribution by the employer shall be limited to the period of time that such employee has accumulated sick leave credits as herein above specified.

13.5 FAMILY MEMBER

Sick leave may be utilized as above for illness in the immediate family requiring the employee's attendance.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day of the pay period in which it is earned (no "negative" leave use during the period in which it is earned).

14.2 JURY DUTY / COURT

An employee, who is required to serve on a jury or as a result of official Employer duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such duty.

14.3 MILITARY LEAVE

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for fifteen (15) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT

Upon notification, a Department Director will grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be five (5) per year. This leave is not cumulative from year to year.

14.5 MAINTENANCE OF SENIORITY

The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 LEAVE WITHOUT PAY

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

If authorized by the Employer or for periods required by law, regular employees may take up to six (6) months leave without pay. Leaves of fifteen (15) work days or less can be authorized by the Department Director. Leaves in excess of fifteen (15) days require authorization by the City Manager. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave. Upon expiration of the leave, the employee shall be reinstated in the position held at the time the leave was granted and shall resume accrual of benefits at the same rate at which he/she accrued them prior to the leave.

14.7 FAMILY LEAVE – FMLA

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 1.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical and Dental Insurance - The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make every possible effort to maintain substantially equivalent benefits. The Employer and the Union shall meet to explore alternative insurance coverage prior to selecting any new medical and/or dental insurance plan in

order to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the union the impact of those decisions.

The Union shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. Among the items to be considered would be identification of options for retiree medical participation. The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the trusts and Plans described below.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance - Effective January 1, 2006, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Regence Medical Plan B or Group Health Plan 2 for each employee of the bargaining unit.

Dental and Vision - Effective January 1, 2006, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the employee. The employee is responsible for any taxes associated with this benefit.

15.2.1 Part-time regular employees shall receive medical, dental and vision benefits, in accordance with Article 5.2

15.2.2 The employee shall pay, by way of payroll deduction, any and all premiums above the maximum paid by the Employer.

15.2.3 If an employee is on leave without pay in excess of eight (8) hours in a calendar month, the health insurance benefits for the employee and his or her dependents shall be pro-rated.

15.3 FLEXIBLE SPENDING ACCOUNT - FSA

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

15.4 RETIREMENT

Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

ARTICLE 16 - TRAINING

16.1 TRAINING

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

16.2 TRAINING REIMBURSEMENT

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500.

ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

The Labor / Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Upon request by either party, the parties have agreed to participate in quarterly labor-management meetings to discuss matters of mutual concern. It is expected that, unless otherwise agreed, such meetings will occur during normal business hours. Not less than one (1) week before a meeting is scheduled, each party will advise the other of matters which the party wishes to discuss. Unless otherwise agreed, the agenda will be limited to such matters.

The above provision does not preclude and in fact encourages the parties to also meet informally and expeditiously on an as needed basis on matters of mutual concern.

Benefits Committee - The Union will designate a participant on the benefits committee to provide assistance on review, analysis, development of options, and input on future benefits provided for its membership by the Employer. This committee will be chaired by Human Resources staff. Meetings will be scheduled during regular work hours.

Policy Work Groups - The Union will designate a participant to the Policy Committee, to provide assistance on review, analysis, input and development of citywide policies. Each Union representative will provide feedback to the committee on behalf of their bargaining unit regarding the development of these policies. This committee will be chaired by Human Resources. The

Policy Committee will not negotiate on behalf of the Union regarding policies that would impact wages, hours and working conditions.

17.2 COMPOSITION OF COMMITTEE

The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local #1837, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

18.3 DRUG FREE WORKPLACE

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall

also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of his or her Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the Employer's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the Employer's substance abuse policy.

18.4 WORK PLACE VIOLENCE

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

A "Grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. All grievance time frames shall be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

19.2 GRIEVANCE PROCEDURE

In the event of a grievance, the following procedure shall be used:

Step 1 – An employee and the Union representing the employee must present a grievance in writing within ten (10) working days of its alleged occurrence to the employee's Department Director for which the infraction applies, with a copy to Human Resources. The Department Director shall respond in writing to the grievance within ten (10) working days after it is presented to him or her. The grievance must be signed by the employee and must state the issue, the section of this Agreement violated, facts giving rise to the grievance and the remedy sought.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

Step 2 - If the employee is not satisfied with the solution of the Department Director, the grievance, in writing, together with all pertinent materials may be presented to the City Manager, or designee by the employee and the Union representing the employee within five (5) working days after receiving the Department Director's response. The City Manager or designee shall consult with the Union to try to resolve the grievance and shall respond in writing within twenty (20) working days after it is presented to him or her.

Fact Finding - If requested by either party during step 1 or step 2, the Human Resources Director or designee shall schedule a fact-finding meeting with the parties to the grievance in order to clarify, between the parties, facts related to the grievance. Fact finding shall be completed within twenty (20) working days of the request. The respondent time period shall begin upon conclusion of fact finding. If grievance proceeds to the next step, the "finding of fact report" shall be forwarded to the City Manager or designee.

Step 3 – If the grievance is not satisfactorily resolved by the City Manager or his/ her designee and the Union, the Human Resources Director and the Union Staff Representative will meet for purposes of resolution of the grievance or to acknowledge that mutually agreeable resolution is not possible. If so, within ten (10) working days following the response and acknowledgement, the grievance may be referred to an arbitrator in accordance with Article 21.1.7. Employee grievances must first have approval by the Union officers prior to being referred to an arbiter.

Step 4 / Arbitration – If agreement cannot be reached as to the arbiter, the parties shall jointly request the Public Employment Relations Commission to provide a panel of seven arbitrators from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The person whose name is not eliminated shall be the arbiter. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his or her decision based on the alleged violation of the provision(s) of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon both parties to the agreements, provided the decision does not involve action by either party which is beyond its jurisdiction. The expenses of the arbiter shall be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own witnesses and representatives, not to include witnesses that are members of the bargaining unit. The arbitrator shall consider and decide upon only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

When agreed upon by both parties, outside consultant services shall not be utilized during arbitration meetings.

19.3 UNION / EMPLOYER GRIEVANCE

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer / employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Union may initiate a Grievance at Step 2 anytime that it involves a group of employees from different departments. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

The Union agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the department. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The Employer shall not lockout any employee during the life of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

The Employer has the authority to adopt rules for the operation of the department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies, which are mandatory subjects of bargaining.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirement of municipal employment and the public interest.

The Employer has the right to assign work and determine the duties of employees; to schedule hours of work, to determine the number of personnel to be assigned at any time, to determine new work methods, to contract out bargaining unit work, for goods and services (provided that the Employer agrees to meet and confer with the Union regarding the impact of the decision), to perform all other functions not expressly limited by this Agreement.

Incidental duties connected with responsibilities enumerated in the job descriptions are not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

The Employer reserves the right to discipline or discharge in good faith for cause.

The Employer reserves the right to lay-off or reduce normal work hours on a temporary or permanent basis for lack of work, funds, or other legitimate reasons including the occurrence of conditions beyond the control of the Employer or where such continuation of work is determined by the Employer to be wasteful and unproductive.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

Any and all prior agreements, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

The Agreement shall become effective on January 1, 2006, and remain in full force and effect through December 31, 2008.

Upon mutual written agreement of the parties, the provisions of this Agreement may be modified from time to time by written supplemental agreement. In the event either party wishes to pursue such modification, that party shall give notice of the offer to negotiate a modification. The other party is free to accept or reject the offer to negotiate a modification at its discretion no later than five (5) working days after receipt of the offer, which time period may be extended upon mutual written agreement of the parties. If the parties are agreeable to negotiations, they will meet within ten (10) workings days to discuss ground rules, time frames and interests. Negotiations shall be concluded within the time frame agreed upon by both parties unless extended by mutual agreement. Otherwise, the proposed modification shall be deemed rejected.

If either party wishes to amend or extend the Agreement upon its expiration, notice of such intent must be given no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration of the Agreement. The Employer will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

23.2 ENTIRE AGREEMENT

The agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments except in writing and with agreement of both parties.

SIGNATURES

CITY OF KIRKLAND

By: _____
David Ramsay, City Manager

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

By: _____
Bill Keenan, Council 2

By: _____
Susan Greene, President, Local # 1837

Attachment 2

AFSCME Salary Schedule: January 1, 2006

Addendum A

Market Adjustments (to within 1%) & 2.58% COLA

Non-Exempt Classifications	Dept	Monthly Salary					Hourly Rate				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
		0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo	0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo
ACCOUNTING SUPPORT ASSOC IV - PAYABLES	F&A	$ 3,512	$ 3,616	$ 3,719	$ 3,925	$ 4,132	$ 20.26	$ 20.86	$ 21.46	$ 22.64	$ 23.84
ACCOUNTING SUPPORT ASSOC IV - PAYROLL	F&A	$ 3,512	$ 3,616	$ 3,719	$ 3,925	$ 4,132	$ 20.26	$ 20.86	$ 21.46	$ 22.64	$ 23.84
ACCOUNTING SUPPORT ASSOC IV - PW	PW	$ 3,512	$ 3,616	$ 3,719	$ 3,925	$ 4,132	$ 20.26	$ 20.86	$ 21.46	$ 22.64	$ 23.84
ACCOUNTING SUPPORT ASSOC IV - TREASURY	F&A	$ 3,512	$ 3,616	$ 3,719	$ 3,925	$ 4,132	$ 20.26	$ 20.86	$ 21.46	$ 22.64	$ 23.84
ACCOUNTING SUPPORT ASSOC III	F&A	$ 3,016	$ 3,105	$ 3,193	$ 3,371	$ 3,548	$ 17.40	$ 17.91	$ 18.42	$ 19.45	$ 20.47
ADMINISTRATIVE ASSISTANT - CMO	F&A	$ 3,839	$ 3,952	$ 4,064	$ 4,290	$ 4,516	$ 22.15	$ 22.80	$ 23.45	$ 24.75	$ 26.05
ADMINISTRATIVE ASSISTANT - FINANCE	F&A	$ 3,839	$ 3,952	$ 4,064	$ 4,290	$ 4,516	$ 22.15	$ 22.80	$ 23.45	$ 24.75	$ 26.05
ADMINISTRATIVE ASSISTANT - FIRE/BUILDING	F&B	$ 3,839	$ 3,952	$ 4,064	$ 4,290	$ 4,516	$ 22.15	$ 22.80	$ 23.45	$ 24.75	$ 26.05
ADMINISTRATIVE ASSISTANT - IT	IT	$ 3,839	$ 3,952	$ 4,064	$ 4,290	$ 4,516	$ 22.15	$ 22.80	$ 23.45	$ 24.75	$ 26.05
ADMINISTRATIVE ASSISTANT - PW	PW	$ 3,839	$ 3,952	$ 4,064	$ 4,290	$ 4,516	$ 22.15	$ 22.80	$ 23.45	$ 24.75	$ 26.05
APPLICATIONS ANALYST	IT	$ 4,799	$ 4,940	$ 5,081	$ 5,364	$ 5,646	$ 27.69	$ 28.50	$ 29.31	$ 30.95	$ 32.57
BUILDING INSPECTOR	F&B	$ 4,349	$ 4,477	$ 4,605	$ 4,861	$ 5,117	$ 25.09	$ 25.83	$ 26.57	$ 28.04	$ 29.52
BUYER	F&A	$ 3,941	$ 4,057	$ 4,172	$ 4,404	$ 4,636	$ 22.74	$ 23.41	$ 24.07	$ 25.41	$ 26.75
CITY CLERK ASSISTANT	F&A	$ 3,026	$ 3,115	$ 3,204	$ 3,382	$ 3,560	$ 17.46	$ 17.97	$ 18.48	$ 19.51	$ 20.54
CODE ENFORCEMENT OFFICER	PCD	$ 4,936	$ 5,081	$ 5,226	$ 5,517	$ 5,807	$ 28.48	$ 29.31	$ 30.15	$ 31.83	$ 33.50
COMMUNITY CENTER PROGRAM ASST	PCS	$ 3,329	$ 3,427	$ 3,525	$ 3,721	$ 3,917	$ 19.21	$ 19.77	$ 20.34	$ 21.47	$ 22.60
COMMUNITY EDUCATION INFO SPEC	F&B	$ 4,516	$ 4,649	$ 4,782	$ 5,047	$ 5,313	$ 26.05	$ 26.82	$ 27.59	$ 29.12	$ 30.65
CONSTRUCTION INSPECTOR	PW	$ 4,355	$ 4,483	$ 4,611	$ 4,867	$ 5,123	$ 25.13	$ 25.86	$ 26.60	$ 28.08	$ 29.56
CUSTOMER ACCOUNTS ASSOCIATE - BUSINESS LIC	F&A	$ 3,319	$ 3,417	$ 3,515	$ 3,710	$ 3,905	$ 19.15	$ 19.71	$ 20.28	$ 21.40	$ 22.53
CUSTOMER ACCOUNTS ASSOCIATE - CASHIER	F&A	$ 3,233	$ 3,328	$ 3,423	$ 3,613	$ 3,803	$ 18.65	$ 19.20	$ 19.75	$ 20.84	$ 21.94
CUSTOMER ACCOUNTS ASSOCIATE - UTILITY BILLING	F&A	$ 3,233	$ 3,328	$ 3,423	$ 3,613	$ 3,803	$ 18.65	$ 19.20	$ 19.75	$ 20.84	$ 21.94
CUSTOMER ACCOUNTS LEAD	F&A	$ 3,652	$ 3,759	$ 3,866	$ 4,081	$ 4,296	$ 21.07	$ 21.69	$ 22.30	$ 23.54	$ 24.78
DESKTOP PUBLISHING SPECIALIST	IT	$ 3,452	$ 3,553	$ 3,655	$ 3,858	$ 4,061	$ 19.92	$ 20.50	$ 21.09	$ 22.26	$ 23.43
DESKTOP SYSTEMS COORDINATOR	IT	$ 4,605	$ 4,741	$ 4,876	$ 5,147	$ 5,418	$ 26.57	$ 27.35	$ 28.13	$ 29.69	$ 31.26
ELECTRICAL/BUILDING INSPECTOR	F&B	$ 4,566	$ 4,701	$ 4,835	$ 5,103	$ 5,372	$ 26.34	$ 27.12	$ 27.89	$ 29.44	$ 30.99
GIS ANALYST - PW	PW	$ 4,412	$ 4,542	$ 4,672	$ 4,931	$ 5,191	$ 25.45	$ 26.20	$ 26.95	$ 28.45	$ 29.95
GIS ANALYST - IT	IT	$ 4,412	$ 4,542	$ 4,672	$ 4,931	$ 5,191	$ 25.45	$ 26.20	$ 26.95	$ 28.45	$ 29.95
HELP DESK TECHNICIAN	IT	$ 3,972	$ 4,089	$ 4,206	$ 4,439	$ 4,673	$ 22.92	$ 23.59	$ 24.27	$ 25.61	$ 26.96
JUDICIAL SUPPORT ASSOCIATE I	CM	$ 2,820	$ 2,903	$ 2,986	$ 3,152	$ 3,318	$ 16.27	$ 16.75	$ 17.23	$ 18.18	$ 19.14
JUDICIAL SUPPORT ASSOCIATE II	CM	$ 3,141	$ 3,233	$ 3,326	$ 3,510	$ 3,695	$ 18.12	$ 18.65	$ 19.19	$ 20.25	$ 21.32
MAIL CLERK	F&A	$ 2,593	$ 2,669	$ 2,745	$ 2,898	$ 3,050	$ 14.96	$ 15.40	$ 15.84	$ 16.72	$ 17.60
NETWORK ADMINISTRATOR	IT	$ 5,342	$ 5,499	$ 5,657	$ 5,971	$ 6,285	$ 30.82	$ 31.73	$ 32.64	$ 34.45	$ 36.26
OFFICE TECHNICIAN - F&B	F&B	$ 2,967	$ 3,054	$ 3,141	$ 3,316	$ 3,490	$ 17.12	$ 17.62	$ 18.12	$ 19.13	$ 20.13
OFFICE TECHNICIAN - PCD	PCD	$ 2,967	$ 3,054	$ 3,141	$ 3,316	$ 3,490	$ 17.12	$ 17.62	$ 18.12	$ 19.13	$ 20.13
OFFICE TECHNICIAN - PW/FLEET	PW	$ 2,967	$ 3,054	$ 3,141	$ 3,316	$ 3,490	$ 17.12	$ 17.62	$ 18.12	$ 19.13	$ 20.13
PARK PROJECT COORDINATOR	PCS	$ 4,302	$ 4,428	$ 4,555	$ 4,808	$ 5,061	$ 24.82	$ 25.55	$ 26.28	$ 27.74	$ 29.20
PARKS ACCOUNTS ASSOCIATE	PCS	$ 3,277	$ 3,373	$ 3,470	$ 3,662	$ 3,855	$ 18.91	$ 19.46	$ 20.02	$ 21.13	$ 22.24
PARKS ADMINISTRATIVE ASSISTANT	PCS	$ 3,839	$ 3,952	$ 4,064	$ 4,290	$ 4,516	$ 22.15	$ 22.80	$ 23.45	$ 24.75	$ 26.05

AFSCME Salary Schedule: January 1, 2006

Addendum A

Market Adjustments (to within 1%) & 2.58% COLA

Non-Exempt Classifications	Dept	Monthly Salary					Hourly Rate				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
		0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo	0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo
PARKS COORDINATOR	PCS	$ 4,029	$ 4,148	$ 4,266	$ 4,503	$ 4,740	$ 23.24	$ 23.93	$ 24.61	$ 25.98	$ 27.35
PAYROLL SYSTEMS COORDINATOR	F&A	$ 4,026	$ 4,145	$ 4,263	$ 4,500	$ 4,737	$ 23.23	$ 23.91	$ 24.59	$ 25.96	$ 27.33
PERMIT TECHNICIAN	F&B	$ 3,642	$ 3,749	$ 3,857	$ 4,071	$ 4,285	$ 21.01	$ 21.63	$ 22.25	$ 23.49	$ 24.72
PERMIT TECHNICIAN	PW	$ 3,642	$ 3,749	$ 3,857	$ 4,071	$ 4,285	$ 21.01	$ 21.63	$ 22.25	$ 23.49	$ 24.72
PLANNING INFORMATION SPECIALIST	PCD	$ 4,000	$ 4,118	$ 4,235	$ 4,471	$ 4,706	$ 23.08	$ 23.76	$ 24.43	$ 25.79	$ 27.15
PLANS EXAMINER I	F&B	$ 4,349	$ 4,477	$ 4,605	$ 4,861	$ 5,117	$ 25.09	$ 25.83	$ 26.57	$ 28.04	$ 29.52
PLANS EXAMINER II	F&B	$ 4,754	$ 4,894	$ 5,034	$ 5,313	$ 5,593	$ 27.43	$ 28.23	$ 29.04	$ 30.65	$ 32.27
PROBATION ASSISTANT	CM	$ 3,233	$ 3,329	$ 3,424	$ 3,614	$ 3,804	$ 18.65	$ 19.21	$ 19.75	$ 20.85	$ 21.95
PROBATION OFFICER	CM	$ 4,171	$ 4,294	$ 4,416	$ 4,662	$ 4,907	$ 24.06	$ 24.77	$ 25.48	$ 26.90	$ 28.31
PROGRAM ASSISTANT	PCS	$ 3,329	$ 3,427	$ 3,525	$ 3,721	$ 3,917	$ 19.21	$ 19.77	$ 20.34	$ 21.47	$ 22.60
PURCHASING AGENT	F&A	$ 4,916	$ 5,060	$ 5,205	$ 5,494	$ 5,783	$ 28.36	$ 29.19	$ 30.03	$ 31.70	$ 33.36
PW OFFICE SPECIALIST	PW	$ 3,142	$ 3,235	$ 3,327	$ 3,512	$ 3,697	$ 18.13	$ 18.66	$ 19.19	$ 20.26	$ 21.33
RECEPTIONIST/ADMIN CLERK	F&A	$ 2,683	$ 2,762	$ 2,841	$ 2,999	$ 3,157	$ 15.48	$ 15.93	$ 16.39	$ 17.30	$ 18.21
RECEPTIONIST/ADMIN CLERK	PCD	$ 2,683	$ 2,762	$ 2,841	$ 2,999	$ 3,157	$ 15.48	$ 15.93	$ 16.39	$ 17.30	$ 18.21
RECORDS MANAGEMENT SPECIALIST	F&A	$ 3,185	$ 3,279	$ 3,372	$ 3,560	$ 3,747	$ 18.38	$ 18.92	$ 19.45	$ 20.54	$ 21.62
RECREATION COORDINATOR	PCS	$ 4,268	$ 4,393	$ 4,519	$ 4,770	$ 5,021	$ 24.62	$ 25.34	$ 26.07	$ 27.52	$ 28.97
RECREATION SYSTEMS ADMINISTRATOR	PCS	$ 3,506	$ 3,609	$ 3,713	$ 3,919	$ 4,125	$ 20.23	$ 20.82	$ 21.42	$ 22.61	$ 23.80
SENIOR ACCOUNTING ASSOCIATE	F&A	$ 3,805	$ 3,917	$ 4,029	$ 4,253	$ 4,477	$ 21.95	$ 22.60	$ 23.24	$ 24.54	$ 25.83
SENIOR CENTER PROGRAM ASSIST	PCS	$ 3,329	$ 3,427	$ 3,525	$ 3,721	$ 3,917	$ 19.21	$ 19.77	$ 20.34	$ 21.47	$ 22.60
SENIOR CONSTRUCTION INSPECTOR	PW	$ 4,845	$ 4,988	$ 5,130	$ 5,415	$ 5,700	$ 27.95	$ 28.78	$ 29.60	$ 31.24	$ 32.88
SENIOR DESIGN SPECIALIST	IT	$ 3,900	$ 4,015	$ 4,129	$ 4,359	$ 4,588	$ 22.50	$ 23.16	$ 23.82	$ 25.15	$ 26.47
SENIOR DEVELOPMENT PLANS EXAMINER	PW	$ 4,905	$ 5,049	$ 5,193	$ 5,482	$ 5,770	$ 28.30	$ 29.13	$ 29.96	$ 31.63	$ 33.29
SENIOR PW ACCOUNTANT	PW	$ 4,854	$ 4,996	$ 5,139	$ 5,425	$ 5,710	$ 28.00	$ 28.82	$ 29.65	$ 31.30	$ 32.94
SYSTEM ADMINISTRATOR	IT	$ 5,902	$ 6,075	$ 6,249	$ 6,596	$ 6,943	$ 34.05	$ 35.05	$ 36.05	$ 38.05	$ 40.06
UTILITY DATA ENTRY CLERK	PW	$ 2,816	$ 2,899	$ 2,982	$ 3,147	$ 3,313	$ 16.25	$ 16.73	$ 17.20	$ 18.16	$ 19.11
VAN DRIVER	PCS	$ 2,764	$ 2,846	$ 2,927	$ 3,089	$ 3,252	$ 15.95	$ 16.42	$ 16.89	$ 17.82	$ 18.76
WEB MASTER	IT	$ 5,611	$ 5,776	$ 5,941	$ 6,271	$ 6,601	$ 32.37	$ 33.32	$ 34.28	$ 36.18	$ 38.08
WEB PRODUCTION ASSISTANT	IT	$ 3,760	$ 3,870	$ 3,981	$ 4,202	$ 4,423	$ 21.69	$ 22.33	$ 22.97	$ 24.24	$ 25.52
YOUTH SERVICES COORDINATOR	PCS	$ 4,098	$ 4,218	$ 4,339	$ 4,580	$ 4,821	$ 23.64	$ 24.33	$ 25.03	$ 26.42	$ 27.81

AFSCME Salary Schedule: January 1, 2006

Addendum A

Market Adjustments (to within 1%) & 2.58% COLA

Exempt Classifications	Dept	Monthly Salary					Hourly Rate				
		Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
		0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo	0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo
ASSOCIATE PLANNER	PCD	$ 4,767	$ 4,907	$ 5,047	$ 5,328	$ 5,608	$ 27.50	$ 28.31	$ 29.12	$ 30.74	$ 32.35
BUDGET ANALYST	F&A	$ 4,468	$ 4,600	$ 4,731	$ 4,994	$ 5,257	$ 25.78	$ 26.54	$ 27.29	$ 28.81	$ 30.33
BUSINESS ANALYST	F&A	$ 4,468	$ 4,600	$ 4,731	$ 4,994	$ 5,257	$ 25.78	$ 26.54	$ 27.29	$ 28.81	$ 30.33
DEVELOPMENT ENGINEER	PW	$ 5,159	$ 5,310	$ 5,462	$ 5,766	$ 6,069	$ 29.76	$ 30.63	$ 31.51	$ 33.27	$ 35.01
DEVELOPMENT ENGINEERING ANALYST	PW	$ 4,621	$ 4,757	$ 4,893	$ 5,165	$ 5,437	$ 26.66	$ 27.44	$ 28.23	$ 29.80	$ 31.37
HUMAN SERVICES COORDINATOR	PCS	$ 4,844	$ 4,987	$ 5,129	$ 5,414	$ 5,699	$ 27.95	$ 28.77	$ 29.59	$ 31.23	$ 32.88
MANAGEMENT ANALYST	PW	$ 4,709	$ 4,848	$ 4,986	$ 5,263	$ 5,540	$ 27.17	$ 27.97	$ 28.77	$ 30.36	$ 31.96
NEIGHBORHOOD SERVICES COORD	CM	$ 4,723	$ 4,862	$ 5,000	$ 5,278	$ 5,556	$ 27.25	$ 28.05	$ 28.85	$ 30.45	$ 32.05
PARKING COORDINATOR	PW	$ 5,137	$ 5,288	$ 5,439	$ 5,741	$ 6,043	$ 29.64	$ 30.51	$ 31.38	$ 33.12	$ 34.86
PLANNER	PCD	$ 4,466	$ 4,597	$ 4,729	$ 4,991	$ 5,254	$ 25.77	$ 26.52	$ 27.28	$ 28.79	$ 30.31
PLANS EXAMINER III	F&B	$ 5,461	$ 5,622	$ 5,783	$ 6,104	$ 6,425	$ 31.51	$ 32.43	$ 33.36	$ 35.22	$ 37.07
PROJECT ENGINEER	PW	$ 5,461	$ 5,622	$ 5,783	$ 6,104	$ 6,425	$ 31.51	$ 32.43	$ 33.36	$ 35.22	$ 37.07
SENIOR ACCOUNTANT	F&A	$ 4,924	$ 5,069	$ 5,214	$ 5,503	$ 5,793	$ 28.41	$ 29.24	$ 30.08	$ 31.75	$ 33.42
SENIOR DEVELOPMENT ENGINEER	PW	$ 6,040	$ 6,218	$ 6,395	$ 6,751	$ 7,106	$ 34.85	$ 35.87	$ 36.89	$ 38.95	$ 41.00
SENIOR OPERATIONS & FINANCE ANALYST	PW	$ 4,924	$ 5,069	$ 5,214	$ 5,503	$ 5,793	$ 28.41	$ 29.24	$ 30.08	$ 31.75	$ 33.42
SENIOR PLANNER	PCD	$ 5,276	$ 5,431	$ 5,586	$ 5,897	$ 6,207	$ 30.44	$ 31.33	$ 32.23	$ 34.02	$ 35.81
SENIOR SURFACE WATER ENGINEER	PW	$ 6,040	$ 6,218	$ 6,395	$ 6,751	$ 7,106	$ 34.85	$ 35.87	$ 36.89	$ 38.95	$ 41.00
SOLID WASTE COORDINATOR	PW	$ 4,785	$ 4,925	$ 5,066	$ 5,348	$ 5,629	$ 27.61	$ 28.41	$ 29.23	$ 30.85	$ 32.48
SPECIAL PROJECTS COORDINATOR	CM	$ 4,871	$ 5,014	$ 5,157	$ 5,444	$ 5,730	$ 28.10	$ 28.93	$ 29.75	$ 31.41	$ 33.06
SURFACE WATER SYSTEMS ENGINEER	PW	$ 4,839	$ 4,981	$ 5,124	$ 5,408	$ 5,693	$ 27.92	$ 28.74	$ 29.56	$ 31.20	$ 32.84
SURFACE WATER UTILITY ENGINEER	PW	$ 5,159	$ 5,310	$ 5,462	$ 5,766	$ 6,069	$ 29.76	$ 30.63	$ 31.51	$ 33.27	$ 35.01
TRAFFIC CONTROL COORDINATOR	PW	$ 5,137	$ 5,288	$ 5,439	$ 5,741	$ 6,043	$ 29.64	$ 30.51	$ 31.38	$ 33.12	$ 34.86
TRANSPORTATION ENGINEER	PW	$ 5,407	$ 5,566	$ 5,725	$ 6,043	$ 6,361	$ 31.19	$ 32.11	$ 33.03	$ 34.86	$ 36.70