

RESOLUTION NO: 1826

Attachment "A"

AGREEMENT BY AND BETWEEN THE

CITY OF ENUMCLAW, WASHINGTON AND

**LOCAL 21-E, WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO**

**REPRESENTING THE PUBLIC WORKS, PARKS, SENIOR CENTER,
ADMINISTRATION AND FINANCE EMPLOYEES**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

PREAMBLE

This **AGREEMENT** is by and between the City of Enumclaw ("Employer") and Local 21E, Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, AFL-CIO ("Union"), for the purpose of setting forth a mutual understanding of the parties as to conditions of employment of those employees for whom the Employer recognizes the Union as the collective bargaining representative.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all the regular full-time employees and regular part-time employees who work in the Public Works, Administrative, Finance and Parks Departments. All temporary employees (960 hours or less annually from anniversary date of hire), department administrator, administrative secretary, payroll clerk, engineering technicians, building officials, building inspectors, planners, and any position that qualifies under RCW 41.56.020 shall be excluded.

1.2 The Employer and the Union shall not unlawfully discriminate against any employee because of age, sex, marital status, race, color, creed, national origin, or presence of any sensory, mental or physical disability unless such is a bona fide occupational qualification.

1.3 The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union representative.

ARTICLE 2 UNION MEMBERSHIP AND DUES DEDUCTION

2.1 Union Membership: All employees covered by this Agreement have the right to become a member of the Union. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union representative.

2.2 Dues Deduction: The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

2.3 The signatory organization will indemnify, defend and hold the Employer harmless against any claims made in any suit instituted against the Employer on account of any check-off of dues for the Union. The Union agrees to refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

2.4 The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com within 10 days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

2.5 The Employer agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. At least 2 full working days prior to the orientation of the new employee, Employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

ARTICLE 3 HOURS OF WORK

3.1 Hours of Work: The normal work week shall be five (5) consecutive days, Monday through Friday (except in Parks Maintenance or the Treatment Plant), of no more than eight (8) hours per day exclusive of lunch period unless a flexible schedule has been arranged as provided for in Section 3.5 of this agreement. Employees in Parks Maintenance or the Treatment Plant may have to work weeks that include Saturday and/or Sunday but shall in all cases be five (5) consecutive days of no more than eight (8) hours per day unless a flexible schedule has been arranged as provided in Section 3.5 of this agreement. Employees who are working or will be working Saturday and/or Sunday shall be provided at least two (2) weeks notice of any schedule change. Such schedule changes shall be based on the City's

operational need. It shall be understood that this notice requirement shall not apply to additional shifts necessary as a result of circumstances beyond the Employer's control i.e.: sick leave or other unplanned absences or emergency.

3.1.A. When permanently changing an employee's regularly scheduled hours, the City shall give as much notice as practicable, but no less than four (4) weeks' notice, unless a shorter notice is mutually agreed between the employee and the employee's supervisor.

3.1.B. When temporarily changing an employee's regularly scheduled hours, the City shall give as much notice as practicable, but no less than one (1) week notice, unless a shorter notice is mutually agreed between the employee and the employee's supervisor.

3.1. C. In cases of emergencies or situations beyond the control of the Manager or Supervisor, the City may temporarily change an employee's regular schedule for the duration of the emergency or situation beyond control.

3.2 Overtime: Authorized by the Employer over eight (8) hours in any one day shall be overtime and shall be paid at a rate of one-and-one-half times (1-1/2) the employee's straight time hourly rate of pay. In all cases, in computing overtime the nearest one- quarter (1/4) hour shall be used. All work performed on the sixth (6th) consecutive compensated day shall be paid at one-and one-half (1-1/2) times the employee's straight time hourly rate of pay. All work performed on the seventh (7th) consecutive compensated day will be paid at the rate of two (2) times the employee's straight time hourly rate of pay. Employees earning overtime hours may take compensatory time off equal to the overtime hours earned. Compensatory time shall be governed by the Fair Labor Standards Act.

3.2.1 All supervisor approved time spent for travel outside of the regular working day and other then commuting to and from the regularly assigned work site, shall be time worked.

3.3 Callback: Employees called back to work shall receive a minimum of two (2) hours at the overtime rate for the work for which they are called back. Employees receiving a phone call outside of their normal working hours from a representative of the Employer to whom they are subordinate to or to their subordinates, shall be paid at a rate of one-and-one-half (1-1/2) times the employee's straight time hourly rate of pay to the nearest one-quarter (1/4) hour increment with a minimum of one-quarter (1/4) hour for the initiating call. Calls from afterhours dispatch service shall be considered a callback and shall be paid a minimum of two (2) hours.

3.4 Stand-By: Employees required to be on standby during a regular period of time off shall be paid as follows: The Employer shall maintain a standby roster, consisting of all qualified employees in the Water and Gas Divisions as well as qualified employees in other departments who volunteer for inclusion on the roster. Standby duties shall be assigned on a rotating basis with standby paid as follows: (i) \$3.00 (three dollars) per hour or, at the option of the employee, one compensatory day off from the end of the normal workday, on Friday to the start of the normal workday on Monday; (ii) all holidays shall be paid \$4.50 (four dollars and fifty cents) per hour (iii) weekdays as determined by

the Employer paid \$3.00 (three dollars) per hour. Additionally, separate call-out rosters shall be maintained for Gas, Water, Street, Sewer and Emergency Utility Locates for use when the standby system is not in effect. Rosters shall operate on a rotating basis. Once called out, an employee shall have the option of responding to all calls routed to his/her department until the next regularly scheduled shift.

3.5 Flexible Schedules: When mutually agreed upon between the Employer and the employee, employees may work a flexible schedule, such as four (4) ten (10) hour days or eighty (80) hours in nine (9) days. For the purposes of this section only, the overtime rate of pay shall be paid for all hours worked over the scheduled hours in a day, provided that no overtime will be paid for less than eight (8) hours in any one day, unless the overtime is based on a sixth (6th) or seventh (7th) consecutive day.

3.6 When overtime work in the solid waste, gas, water, streets, or line maintenance department must be performed, qualified permanent employees shall be given the first opportunity to work.

3.7 Meal Break: The meal break shall be a minimum of thirty (30) minutes.

3.8 Rest period: Employees shall receive one fifteen (15) minute rest period for each four (4) hours worked.

3.9 Comp Time: All unused accumulated comp time, including that which is accrued during standby per section 3.4, is subject to the following stipulations:

- a) Employees may use comp time subject to Employer approval.
- b) Employees may elect to be cashed out for any unused balance that existed prior to or earned during the contract period.
- c) If an Employee has accumulated in a given calendar year comp time in excess of 80 hours, the Employer shall cash out the Employee on the final December pay period so that the resultant comp time balance is no greater than 80 hours.
- d) At the Employee's discretion, accumulated comp time that existed prior to January 1, 2012, regardless of number of hours, may continue to be banked, used, cashed out or rolled into the Employee's VEBA account. Comp time accumulated prior to this contract shall be accounted for separately and is not subject to the 80 hour annual limit.

ARTICLE 4 HOLIDAYS

4.1 Holidays: The following statutory holidays shall be paid holidays for all employees covered by this agreement.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday
Floating Holiday

4.1.1 In addition to holiday pay, any employee required to work a holiday shall be compensated at two (2) times the employee's straight time hourly rate of pay, for time worked.

4.1.2 Each regular part-time employee shall receive holiday pay as set forth in section 4.1 on a pro rata basis, i.e., if an employee works an average of twenty (20) hours per week the holiday pay would be fifty percent (50%).

4.1.3 Any employee that is assigned a route in Solid Waste on Juneteenth of the current year will receive straight time hourly pay for time worked and an additional eight (8) hours of compensatory time for that year.

4.2 When work in the solid waste, gas, water, streets, or line maintenance department must be performed on a holiday, qualified permanent employees shall be given the first opportunity to work.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 Management Rights: Subject only to the limitations expressly stated in this agreement, the Union recognizes that the Employer retains the exclusive right to manage the business, including but not limited to, the right to determine the methods and means by which its operations are carried on, to direct the work force and to conduct its operations in a safe and efficient manner.

5.1.1 All rights not abridged by a specific provision of this agreement shall be retained as the exclusive right of management.

ARTICLE 6 PAY PERIOD

6.1 Pay Period: The Employer shall pay all employees semi-monthly on the tenth (10th) and twenty-fifth (25th). Any employee who is laid off or terminated shall receive all wages due the employee within twenty-four (24) hours of termination, weekend excluded. The City will inform the employees three months prior to any change of pay date.

ARTICLE 7 WAGES & CLASSIFICATIONS

7.1 Wages: Any employee already receiving a higher rate of pay than the minimum set forth by the budget for their classification shall suffer no reduction as a result of this agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer for that particular classification.

7.2 Wages: See appendix A.

7.3 Cost of Living Adjustment (COLA): The rates of pay set forth in Appendix A shall be increased annually on January 1st by one hundred (100%) percent of the Consumer Price Index for all Urban Consumers (CPI-U) (1982-84=100) for Seattle for the period from June to June of the previous year, as supplied by the Bureau of Labor Statistics, U.S. Department of Labor. Said increase shall not exceed five percent (5%) nor shall it be less than two percent (2%)

ARTICLE 8 STAFF REPRESENTATIVE OF UNION

8.1 Union Visitation: The staff representative of the Union, or designee, shall be allowed access to all facilities of the Employer wherein the employees covered under this contract may be working for the purpose of conducting necessary Union business and investigating grievances, provided such representative does not interfere with the normal work procedure. Union meetings shall be held after normal business hours. Employees working shifts after normal business hours will be released from work for up to one (1) hour to attend regular union meetings provided such attendance does not interfere with the normal work procedure.

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical: The Employer shall pay one hundred percent (100%) of the employee only premium and eighty-five percent (85%) of any eligible, elected spouse or dependent premiums necessary to provide benefits under the AWC HealthFirst 250 Plan PPO.

9.1.1 Alternative Medical Plan: Beginning on January 1, 2018 going forward, employees may at their discretion elect to enroll into the AWC Kaiser Permanente 200 plan HMO. For those enrolled in the plan, the Employer shall pay one hundred (100) percent of the premium costs for the employee and eighty-five percent (85%) of any eligible, elected spouse or dependent premiums necessary to provide benefits under the AWC Kaiser Permanente 200 HMO plan.

9.1.2 Opt-out of medical coverage. Employees who waive the right to obtain medical insurance through the city and who provides proof of credible coverage through his/her spouse or other source shall be entitled to receive 30% of the employee premium that would be paid by the city, contributed to their VEBA account. Currently, only 25% of the employees in a group may opt out of the medical insurance program. Participation will be on a first come, first serve basis, with a waiting list if needed. If opt-out participation reaches the 25% limit, no further employees may participate in the program until a spot becomes available. Under Federal law, eligible employees who are also active or retired military personnel, may not participate in the program if they are also enrolled in the TRICARE insurance plan and TRICARE would become the primary insurer if the employee waived City medical or dental coverage under this program. Under Federal law, a TRICARE employee can still opt out of the City's medical coverage, but may not receive any incentive for doing so.

9.2 Dental: The Employer shall pay one hundred percent (100%) of the premiums necessary to provide benefits under the AWC Washington Dental Service Plan J for the employee, employee's spouse, and dependents.

9.3. Vision: The Employer shall pay one hundred percent (100%) of the premiums necessary to provide benefits under the AWC Vision Service Plan for the employee, employee's spouse, and dependents.

9.4. EAP: The Employer shall pay one hundred percent (100%) of the premiums necessary to provide benefits under the AWC Employee Assistance Program for the employee, employee's spouse, and dependents.

9.5 VEBA The Employer shall create for each full time employee eligible to receive city provided medical benefits, a VEBA trust account. The Employer shall deposit on a monthly basis one-hundred eighty dollars (\$180.00) into each employee account.

9.5.1 Deferred Compensation (457 Plan) : For part-time employees, the Employer will participate with a matching contribution of fifty percent (50%) of the employee's monthly participation in the ICMA Deferred Compensation program, provided that the Employer's portion is capped to not exceed sixty dollars (\$60.00) per month.

9.6 The Employer shall pay for each regular part-time employee who is eligible and elects coverage and agrees to self-pay the remainder of the premium, fifty percent (50%) of the premiums necessary to provide benefits for the above insurance programs as allowed by the rules of the insurance carrier for the employee, employee's spouse, and dependents.

ARTICLE 10 SICK LEAVE

10.1 Sick Leave: Sick leave shall accrue at the rate of eight (8) hours for each calendar month of service accumulative to a maximum of one thousand and fifty-six (1,056) hours. Any sick leave earned above one-thousand and fifty-six (1,056) hours shall be deposited into the employee's VEBA account.

10.1.1 Each regular part-time employee shall receive sick leave on a pro-rata basis. For example, a regular part-time employee working half time (20 hours per week) shall receive one-half (½) day (4 hours) sick leave for each month worked. Sick leave accrual shall be computed monthly based on hours compensated.

10.2 Usage: Usage: If an employee has used paid sick leave for an authorized purpose for more than five (5) consecutive days during which the employee is required to work, the employee must provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose. Additionally, the supervisor may request a statement from a physician as described above for absences of three (3) or more days if there is a documented concern of sick leave abuse or a documented pattern of use.

10.3 Employees may use paid sick leave for the following reasons:

- An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA). For more information, please see L&I's overview of the DVLA. Your employers may allow you to use paid sick leave for additional purposes.

For the purposes of this article, family member will be defined as:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

Additionally, the employer shall comply with any statutory leave provisions that may be provided for under State and/or Federal Law

10.4 Bereavement Leave Close Relatives: Absence of three (3) days with pay shall be granted employees due to the loss of any close relative. In the event that the services occur more than three hundred (300) miles from City Hall, the employee shall be granted two (2) additional days, chargeable to the employee's leave bank, to attend the services. An additional two (2) days leave, chargeable to the employee's leave bank may be granted, with approval of the Department Head. Any additional days may be granted, with approval of the Department Head, but shall be deducted from other paid leave or considered unpaid leave.

10.4.1 Bereavement Leave Other Relative: Absence of up to five (5) days, the first day with pay and the remaining days up to four, chargeable to employee's leave bank, shall be granted, with approval of the Department Head, of a relative other than a close relative. Additional days may be granted, with approval of the Department Head, but shall be deducted from other paid leave or considered unpaid leave.

10.4.2 For the purpose of this Article, "Close Relative" shall mean the spouse, child, mother, father, brother, sister, grandchild, grandfather and grandmother of the employee or spouse and any other person living in the employee's household. "Other Relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse of the brother, sister, child or grandchild of the employee or spouse.

10.5 Death or Retirement Benefits: As an incentive for the career employee, a pay plan for unused sick leave is hereby established.

10.5.1 Upon death, the Employer shall pay out 100% of the employee's accumulated sick leave in cash, subject to required payroll deductions.

10.5.2 Upon retirement or honorable separation from service with the Employer, employees with at least five (5) years service will be entitled to pay for sick leave accumulated according to the table below

Accrued Sick Leave Payout for Retirement/Honorable Separation Purposes		
Accrued Hours	Cash Payment	Paid to HRA Account
0-132 hours	0%	25%
133-264 hours	25%	30%
265-528 hours	30%	35%
529-792 hours	35%	40%
793-1056 hours	45%	50%

10.5.3 The option between cash payment and HRA account payment shall be selected by the Union either as needed, whereby this selection will apply to all subsequent sick leave payouts for the following twelve (12) months or on an annual basis applying to the entire calendar year.

10.6 Employees whose job duties cannot inherently be performed remotely will have up to twenty (20) hours per calendar year of training that they may access remotely in lieu of using sick leave for instances that qualify for sick leave use. Training offered by Washington Cities Insurance Authority, or other Employer-approved training, certification renewal or continuing education requirement with confirmation of completion will be made available for this purpose. This provision shall sunset upon the end of this contract on December 31, 2027.

ARTICLE 11 VACATIONS

11.1 Vacation: All full-time employees shall receive vacation benefits according to the following plan:

Vacation shall accrue at 50% of the below schedule semi-monthly provided that the employee is in paid status for a minimum of 40 hours in that pay period. If the employee is in unpaid status for more than 40 hours, the employee will not receive the vacation accrual.

0-12 Months	8 hours
13-120 Months	12 hours
121-240 Months	14 hours
241+ Months	16 hours

11.1.1

Regular part time employees shall receive vacation benefits on a pro rata basis at 50% of the above schedule provided the employee is in paid status for a minimum of 20 hours in that pay period. If the employee is in paid status for less than 20 hours, the employee will not receive the vacation accrual.

11.1.2 Any employee who terminates is discharged or laid off after completion of probation shall receive payment for all vacation hours earned but not used.

11.2 Scheduling: Vacations will be selected by the employee, subject to the approval of the Employer.

11.3 Accumulation: All employees will be allowed to accumulate up to three hundred and sixty (360) hours of vacation.

11.4 Observed Holidays: When one of the holidays specified in the Holiday Article occurs during an employee's vacation period, that day shall be observed as a holiday and not as a vacation day.

ARTICLE 12 LABOR MANAGEMENT COMMITTEE

12.1 Labor Management: The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further from time to time suggestions and complaints of a general nature affecting the Union and the Employer needs consideration. To accomplish this the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (½) of a Labor/Management Committee the other half being no more than three (3) certain representatives of the Employer named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this agreement. The number thresholds outlined in this section do not include the Union Staff Representative.

ARTICLE 13 GRIEVANCE PROCEDURE

13.1 Grievance: Grievance is hereby defined as a question or challenge raised by an employee or the Union as to the correct interpretation or application of specific provisions of this agreement. It is the purpose of this clause to provide the employees and the Union with an orderly and effective means of achieving consideration of any grievances which may arise during the life of this agreement. For this purpose, the following steps are agreed upon and the appropriate order of contact.

13.1.1 STEP 1: Employee raises grievance with his/her immediate supervisor and/or Union representative raises grievance with the official of the Employer most immediately involved, within ten (10) working days of the occurrence or knowledge of the alleged violation. If the grievance is not resolved it shall be reduced to writing and referred to Step 2 within five (5) working days.

13.1.2 STEP 2: Employee and/or the Union representative outlines grievance in writing setting forth the specific section violated the names of witnesses, the pertinent facts and the remedy requested and presents same to the head of the department. The latter shall arrange a conference involving the petitioner and the Employer officials most directly concerned within ten (10) working days. The Department Head shall send a written reply to the Union

within five (5) working days, and if the grievance is not resolved to the satisfaction of the Union, then it shall be referred to Step 3 within five (5) working days.

13.1.3 STEP 3: The grievance is presented by the Union to the City Administrator who shall review all the information and may arrange a conference with the petitioner and/or their representative. The City Administrator shall render a written decision within twenty (20) working days.

13.1.4 The employee may request an investigation of the discharge or suspension. Any such appeal shall be presented to the Mayor in writing within ten (10) calendar days after the discharge or suspension; and if not presented within such period, the right to protest shall be waived.

13.1.5 STEP 4: In the event that the grievance is not resolved in Step 3 of the procedure it may finally be resolved through binding arbitration. If mutually agreeable to the parties the grievance may be submitted to an arbitrator from PERC. If not mutually agreed the parties shall request a list of seven (7) arbitrators, each party shall strike names until one name remains and that person shall serve as arbitrator. If possible the arbitration shall be held within thirty (30) days of the selection of the arbitrator and a decision received within thirty (30) days following the arbitration hearing. A decision to arbitrate must be made and the Employer notified by Certified Mail within seven (7) calendar days of receipt of the City Administrator's decision.

13.2 Should the grievant or the Union fail to comply with any of the time limits set forth above, such grievance shall be considered abandoned. Should the Employer fail to comply with any of the time limits set forth above, such grievance shall be advanced automatically to the next step.

13.3 The employer and the Union shall equally share the cost of the Arbitrator, if any. Any additional expenses, i.e., expert witness, court reporter, shall be paid exclusively by the party requesting such service.

ARTICLE 14 WORK STOPPAGE AND EMPLOYER PROTECTION

14.1 Work Stoppage: The Employer and the Union agree for the term of this agreement that the public interest requires efficient and uninterrupted performance of all the City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective, and the Employer agrees not to lock out the employees. Specifically, the Union shall not cause or condone any work stoppage, strike, sick leave absence, slowdown, refusal to perform any customarily assigned duties or other interference with City functions by employees under this agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in this bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

14.1.1 Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to

immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In addition, in case of a work stoppage a responsible official of the Union shall publicly order such Union employees to cease engaging in such work stoppage.

14.1.2 Regardless of any penalty to which the Union is subject under this Article, any employee who commits any act prohibited in this Article may be subject to the following penalties:

1. Discharge.
2. Other disciplinary action as may be applicable to such employee.
3. Compensation, vacation and paid holidays will not be earned for the duration of the work stoppage.
4. Medical and dental benefits would continue until the paid-up premium expires.

ARTICLE 15 BULLETIN BOARDS

15.1 Bulletin Boards: The Employer shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to Union business.

ARTICLE 16 SAFETY AND SANITATION

16.1 Safety: All work shall be done in a competent and workmanlike manner and in accordance with applicable State of Washington Safety Code, Federal Codes and City rules relating to this subject.

16.1.1 It shall not be considered a violation of this agreement whereby any employee shall refuse to work with unsafe equipment, or where adequate safeguards are not provided, or when the facilities and services are not being maintained in a reasonably sanitary condition.

16.2 Equipment: The Employer shall supply rain gear, adequate work gloves and Employer required safety equipment for all outside shop employees. The Employer shall provide each outside/shop employee with uniform shirts, including laundry service. Additionally the Employer shall provide each outside/shop employee with a jacket to be replaced on an as needed basis.

16.3 Outside/Shop Workwear Allowance: As a safety incentive for additional equipment, each outside shop employee shall receive a reimbursement allowance of three hundred (\$300) dollars per calendar year, for workwear pre-approved by the Employer, upon providing proof of purchase.

16.4 It is mutually understood and agreed that the "standard of the industry" is the practice of mechanics providing their own hand tools and tool boxes. Nevertheless, to provide for technological updating and replacement of personally - owned tools lost or damaged on the job, each mechanic shall receive a \$85.00 monthly tool stipend.

16.5 Employee shall consent to a driver abstract check as stated in Policy 9.10, Vehicle

Operation and Driver's Record Check located in the Personnel Policies and Procedures handbook.

16.6 Employees who possess a Class A CDL and are in the following positions which the employer anticipates benefit from the use of the Class A CDL, shall be compensated an additional fifty dollars (\$50.00) per month:

- Street Worker I or II
- Maintenance Rover I
- Water-Sewer Utility Worker I or II
- Water Worker I, II or Supervisor
- Gas Utility Worker I, II or III
- Gas Worker I, II or Supervisor

Employees possessing a Class A CDL in other positions that are directed by the Employer to perform work requiring a Class A CDL shall be compensated an additional fifty dollars (\$50.00) per month for any month in which they perform such work.

ARTICLE 17 PROMOTIONS/DEMOTIONS

17.1 Promotions: The term promotion, as used in this provision, means the advancement of an employee to a higher paying position. An employee promoted to a higher classification shall be placed into a step within the higher classification that represents an increase over the employee's current rate of pay of not less than three percent (3%).

17.2 Job Openings: Whenever a job opening occurs, other than a temporary opening, in any existing job classification within the bargaining unit or as the result of the development or establishment of a new job classification within the bargaining unit, a notice of such opening shall be posted on all bulletin boards for five (5) working days.

17.2.1 Employees who have completed their six (6) month probationary period and who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Department filling the vacancy. If the successful applicants include current employees, and such employees are equal in skill and ability, seniority shall prevail as a tie-breaker.

17.2.2 Any promotion or non-disciplinary change in job classification shall be considered temporary for a period of ninety (90) calendar days from the date of promotion or change. Within the ninety (90) calendar day period, if the employee should decide he/she does not want the job or should the Employer decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification without prejudice.

17.3 Demotion: An employee demoted to a lower classification shall be placed at not less than a one-step decrease in the lower classification.

17.4 Lateral Transfer: Should an employee change job titles, and the new job title is within the same classification, the employee shall be placed into a step not more than two steps below the employee's current step.

ARTICLE 18 SAVINGS CLAUSE

18.1 If any Article of this agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 19 ENTIRE AGREEMENT

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

19.1.1 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of the right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the duration of this agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE 20 NEW EMPLOYEES

20.1 New Employees: Shall be considered as serving a probationary period during their first six (6) months of employment. During this period the employee may be dismissed without recourse. Upon completion of probation, the employee's seniority date shall become the employee's original date of hire.

ARTICLE 21 DISCIPLINE AND DISCHARGE

21.1 The Employer and the Union agree that the primary emphasis on discipline is to correct and rehabilitate whenever possible, and that all discipline shall be based on just cause.

21.2 The Employer shall follow a progressive approach to resolving employees' inappropriate behavior, which shall normally consist of:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

21.3 The Employer may bypass any of the above-listed steps in the event that the infraction is of such a serious nature as to warrant an advanced step in the disciplinary procedure. Examples of discharge as a first step would be gross insubordination, intoxication on duty, or

issues of parallel magnitude. Nothing provided for herein shall prohibit the Employer from implementing some other form of appropriate disciplinary action.

21.4 If termination is contemplated, the Employer, upon thoroughly investigating and evaluating the facts, shall hold a pre-termination hearing. Prior to the pre-termination hearing, the Employer shall inform the employee of the accusation being made, who is making the accusation, and the relevant facts. At the pre-termination hearing, the employee and/or a Union representative shall be allowed to present any relevant facts and mitigating circumstances.

21.5 The provisions of this Article shall not apply to probationary employees.

21.6 Incidents happening away from the work site and not during working hours cannot be used against an employee, unless the incident has a direct relationship to the employee's work or hinders their ability to function at their employment.

ARTICLE 22 LAYOFF AND RECALL

22.1 Layoff and Recall: In the event of layoff, the Employer shall determine the numbers and classifications of any positions to be cut.

22.2 When it is necessary to reduce the work force, it shall be according to seniority within the Bargaining Unit. The Employer shall give as much advance notice as possible, but at least thirty (30) days notice to any employee subject to layoff.

22.3 The names of all employees laid off shall be placed on a layoff/recall list for a period not to exceed two (2) years from the date of layoff. Employees shall be recalled based on seniority to any classification within the bargaining unit for which the Employee is qualified. It shall be the responsibility of the employee to keep the Employer informed of their current address. When filling an open position, internal applicants shall include both current bargaining unit employees as well as any laid off employees. The selection process for an open position shall be completed prior to initializing the recall process. The recall process shall be utilized to completion prior to hiring any new employees.

22.4 Employees displaced by a reduction of the work force through job consolidating (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or budgetary constraints shall be laid off and recalled in accordance with this article.

22.5 No new employees shall be hired during the periods of layoff until all employees in layoff status have been given the opportunity to work, provided employees on layoff are qualified to perform the duties of the open position.

22.6 Employees who are scheduled to be laid off shall have the ability to bump a less senior employee if the employee selected for layoff has more combined seniority than another employee in a classification the employee is qualified to hold.

22.7 Employees recalled to employment from layoff status, shall resume their leave accrual and regain their seniority to the same levels and status as they had at the time of layoff. Additionally, employees recalled shall be placed at the step in the new salary range that is closest to their previous salary step, without exceeding it, and they shall continue their step progression from where they were at. If the recalled employee's previous step is above the range of the new classification, they shall be placed at the top step of the new range. Employees hired back into a new position, not previously held, shall be subject to the two (2) step language as provided for in Section 17.5, but shall resume and retain leave and seniority benefits as outlined above.

22.8 Reduction in Hours: In the event hours in any positions are to be reduced it shall be according to seniority within the bargaining unit. The Employer shall give as much advanced notice as possible, but at least thirty (30) days notice to any employee subject to reduction in hours.

22.9 Employees whose hours are to be reduced shall have the ability to bump a less senior employee if the employee selected for a reduction in hours has more combined seniority than another employee in the same classification or in a classification for which the employee is qualified.

ARTICLE 23 OUT OF CLASS PAY

23.1 Any employee who is performing work in a higher classification for a minimum of four (4) hours shall be compensated at the first step of the higher classification or 5% above their normal rate of pay (whichever is greater) for all hours working in the higher classification. This provision shall apply to all out of class work, regardless as to whether or not the work being performed causing the out of class pay is bargaining unit work.

ARTICLE 24 JURY DUTY AND COURT APPEARANCES

I. Leaves of absence will be granted to those who are compelled to attend court as a result of their employment with the City (unless the employee is litigating with the City) or being called to serve jury duty. Those employees who are subpoenaed as independent witnesses for cases in which they are not a party in the action will also be granted leave of absence. Eligible employees will be compensated by the City during their period of service. Employees who are required to appear in court for personal matters are not eligible under this article and must request vacation or leave without pay. Full time employees will receive full compensation while on approved leave for their period of services. Part-time employees on approved leave will receive compensation for hours they would have "normally" worked. Anytime leave for these purposes does exceed or is expected to exceed four (4) weeks, the City shall meet with the affected employee and the Union to determine if alternative arrangements can be made to accommodate the work being missed (i.e. alternative work hours, tele-commute arrangements, etc.)

ARTICLE 25 TERM OF AGREEMENT

1. Duration: This agreement shall become in force and effective from January 1, 2025, through December 31, 2027.

2. Should either party desire to change, modify or terminate this agreement, written notice must be given to the other party sixty (60) days in advance of an anniversary date. If such notice is not given within such time, the agreement shall be considered as automatically renewed for an additional period of one (1) year and in like manner from year to year thereafter.

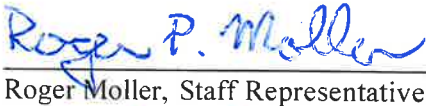
SIGNED THIS 31st DAY OF January, 2025.

FOR THE CITY:


Jan Molinaro, Mayor


Jessica Rose, City Clerk

FOR THE UNION:


Roger Moller, Staff Representative


Chuck Speece, Local 21-E President

APPROVED AS TO FORM:


Brett Vinson City Attorney

APPENDIX A
BY AND BETWEEN THE
CITY OF ENUMCLAW, WASHINGTON
AND
LOCAL 21E, WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
REPRESENTING THE PUBLIC WORKS, PARKS, SENIOR CENTER,
ADMINISTRATION AND FINANCE EMPLOYEES
JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

This APPENDIX is between the CITY OF ENUMCLAW (“Employer”), and LOCAL 21E, WASHINGTON STATE COUNCIL OF CITY EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (“Union”), for the purposes of setting forth a mutual understanding of the parties as to conditions of employment of those employees for whom the Employer recognizes the Union as the collective bargaining representative.

A.1. Effective January 1, 2025, the classifications of work and monthly pay, representing certain market adjustments and an across-the-board three and eight-tenths percent (3.8%) COLA, shall be as follows:

2025 UNION PERFORMANCE SCALE (WITH COLA)									
3.8%									
RANGE	STEPS			1	2	3	4	5	6
	POSITIONS	Prior Year Base	Market Increase	2025 Base	5%	5%	4%	3%	3%
101	OFFICE ASSISTANT VAN DRIVER	3,621		3,759	3,947	4,144	4,310	4,439	4,572
103	CUSTODIAN	3,933	5.0%	4,287	4,501	4,726	4,915	5,062	5,214
105	SR CTR RECREATION ASST	3,997		4,149	4,356	4,574	4,757	4,900	5,047
109	ADMINISTRATIVE CLERK II	4,565		4,738	4,975	5,224	5,433	5,596	5,764
119	FACILITIES MAINT WORKER I PARKS WORKER I GAS UTILITY WORKER I	4,886		5,072	5,326	5,592	5,816	5,990	6,170
121	COURT CLERK II	5,045		5,237	5,499	5,774	6,005	6,185	6,371
122	SR CTR RECREATION COORD	4,886	5.0%	5,325	5,591	5,871	6,106	6,289	6,478
123	LINE MAINT WORKER I MAINTENANCE ROVER I SOLID WASTE WORKER I STREET WORKER I	5,185		5,382	5,651	5,934	6,171	6,356	6,547
125	ACCOUNTING TECH II ADMINISTRATIVE SPECIALIST II	5,439		5,646	5,928	6,224	6,473	6,667	6,867
129	ADMINISTRATIVE SPECIALIST III COURT CLERK III	5,499		5,708	5,993	6,293	6,545	6,741	6,943
131	GAS UTILITY WORKER II UTILITY TECHNICIAN WATER WORKER I WATER-SEWER UTILITY WORKER I	5,432		5,638	5,920	6,216	6,465	6,659	6,859
132	WASTEWATER OPERATOR I	5,432	5.0%	5,920	6,216	6,527	6,788	6,992	7,202
133	ACCOUNTING TECH III	5,978		6,205	6,515	6,841	7,115	7,328	7,548
135	PARK MAINT WORKER II	5,652	2.5%	6,013	6,314	6,630	6,895	7,102	
137	FAC MAINT WORKER II	6,093	2.5%	6,483	6,807	7,147	7,433	7,656	
139	SOLID WASTE WORKER II STREET WORKER II LINE MAINT WORKER II GAS UTILITY WORKER III	6,056		6,286	6,600	6,930	7,207	7,423	
141	MECHANIC (to be eliminated)	6,372		6,614	6,945	7,292	7,584	7,812	
145	WASTEWATER OPERATOR II WATER WORKER II WATER-SEWER UTILITY WORKER II	6,742		6,998	7,348	7,715	8,024	8,265	
146	MECHANIC II	7,249		7,525	7,901	8,296			
147	GAS WORKER I	7,250	2.5%	7,714	8,100	8,505	8,845	9,110	9,383
149	MECHANIC SUPERVISOR WATER SUPERVISOR	7,631		7,921	8,317	8,733			
150	WASTEWATER SUPERVISOR	7,631	5.0%	8,317	8,733	9,170			
151	GAS WORKER II	9,173	2.5%	9,758					
153	GAS SUPERVISOR	9,540	2.5%	10,148					

A.2 The straight time hourly rate of pay shall be determined by dividing the monthly rate of pay by 173.3 hours, or as otherwise established by the Fair Labor Standards Act.

A.3 Progression through the pay steps set forth in Section A.1 shall be effective each year on the employee's appointment date.

A.4 All regular part time employees shall receive an annual step increase.

A.5 The monthly pay for the Gas Worker II position shall be four percent (4%) greater than Step 6 of the Gas Worker I position.

A.6 The monthly pay for the Gas Supervisor position shall be four percent (4%) greater than the Gas Worker II position.

A.7 The monthly pay for Mechanic II that hold the same or superior qualifications as their respective supervisor, shall be five percent (5%) less than their supervisor.

A.8 Longevity Premium

Years of Service	Longevity Pay Premium
8 years	2%
12 years	3%
16 years	4%
20 years	5%

A.9 The following positions have a wage opener for 2026 that the parties agree to bargain market adjustments: Administrative Clerk II, Accounting Tech II/III, Administrative Specialist II/III, and Court Clerk II/III.

SIGNED THIS 31st day of January, 2025.

FOR THE UNION:

FOR THE CITY:


Roger P. Moller, Staff Representative


Jan Molinaro, Mayor

ATTEST:


Chuck Speece, Local 21-E President


Jessica Rose, City Clerk

APPROVED AS TO FORM:


Brett Vinson, City Attorney