

AGREEMENT
 by and between
 CITY OF SNOHOMISH, WASHINGTON
 and
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763
 (Representing the Office-Technical Employees)

~~December 26, 2022~~ **January 1, 2026, through December 31, 2029**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION	1
ARTICLE II	UNION RIGHTS AND NON-DISCRIMINATION	2
ARTICLE III	HOURS OF WORK	3
ARTICLE IV	OVERTIME AND CALLBACK	4
ARTICLE V	WAGES	6
ARTICLE VI	PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES	6
ARTICLE VII	HOLIDAYS	8
ARTICLE VIII	LEAVES	9
ARTICLE IX	HEALTH AND WELFARE	13
ARTICLE X	MISCELLANEOUS	15
ARTICLE XI	EMPLOYER RIGHTS	18
ARTICLE XII	WARNING NOTICE	19
ARTICLE XIII	GRIEVANCE PROCEDURE	19
ARTICLE XIV	SEPARABILITY AND SAVINGS	21
ARTICLE XV	DURATION	21
APPENDIX "A"	CLASSIFICATIONS AND RATES OF PAY	22
MEMORANDUM OF AGREEMENT - WESTERN CONFERENCE OF TEAMSTERS PENSION		26

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THIS AGREEMENT is by and between the CITY OF SNOHOMISH, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I **RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1 **Recognition** - The Employer recognizes the Union as the sole and exclusive bargaining representative for all Office-Technical employees of the Employer, excluding temporary employees and exempt employees.
- 1.1.1 A "temporary employee" is defined as an individual employed for less than eight hundred sixty-six (866) hours in a calendar year. The employer may only utilize temporary employees to supplement the regular full-time work force and shall not utilize a temporary employee to supplant a regular full-time employee except for the replacement of a regular employee absent for any reason when the employee is expected to return.
- 1.1.2 An "exempt employee" shall be defined as a management employee having significant responsibilities for formulating and administering Employer policies and programs, including Department Heads; and any employees having authority to layoff, recall and discharge other employees if in connection with the foregoing, the exercise of such authority shall not be merely of routine or clerical nature, but one that requires the use of independent judgment such as those employees holding the rank of Manager or above.
- 1.2 **Union Membership** - The Employer agrees to notify the Union with as much advance notice as reasonably practicable of any new employees hired into the bargaining unit. Within the first ninety (90) days of employment, the Union will be allowed no less than thirty (30) minutes but not more than one (1) hour to meet with new employees to discuss Union membership on the Employer's time. Such meetings shall be optional for employees.
- 1.2.1 The Employer may institute an available pool of temporary/on-call/back-up employees which shall be used to augment the regular workforce during such short-term irregular periods of time that the workload dictates the need for additional help. The provisions of Section 1.1.1 shall dictate the terms of longevity for temporary employees.
- 1.2.2 On-call or back-up employees shall not be limited to the five (5) month provisions of Section 1.1.1; provided however, employees working as an on-call or back-up

employee shall be limited to working in place of those regular employees that have called in sick or who are on vacation, not to exceed six (6) months or a specified leave of absence, not to exceed the limits of Section 6.2.1.

- 1.2.3 The Union reserves the right to review the work history and/or schedules of temporary/on-call/back-up employees to ensure that said employees are not being used to supplant the hiring of regular employees.
- 1.2.4 This Section is not intended to change the Employer's practice of using seasonal employees.
- 1.3 Payroll Deduction - For such employees of the Employer as individually and voluntarily certify in writing that they authorize such deduction, the Employer shall deduct from the monthly paycheck of each month the Union dues, in an amount not to exceed the Union provision in effect. 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 Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 1.4 Union Notification - Information to be provided to the exclusive bargaining representative by the employer per RCW 4.56.035. ~~Within thirty (30) days from the date of hire of a bargaining unit employee, the Employer shall forward to the Union the name and address of the new employee. The Employer shall promptly notify the Union of bargaining unit employees leaving its employment. The Employer shall also notify the Union of all temporary employees hired and their expected employment duration.~~

ARTICLE II UNION RIGHTS AND NON-DISCRIMINATION

- 2.1 Union Officials Time-Off - A Union official who is an employee in the bargaining unit (Shop Steward and/or a member of the Negotiating Committee) shall be granted **paid** time-off while conducting negotiations and meeting with the Employer regarding grievance resolution; ~~provided however, no less than twenty-four (24) hours notice shall be provided to the Employer for negotiation meetings.~~ **while at the bargaining table and/or requested by the Employer,** provided:

They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;

The Employer is able to properly man the employee's job duties during the time-off period;

The wage cost to the Employer is not greater than the cost that would have incurred had the Union official not taken time-off; and

Union officials shall not transact Union business while working on shift **unless requested by the employer,** which in any way interferes with the operation or normal routine of any department.
Other Union work must be done as unpaid time.

- 2.1.1 The Employer also agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or on other official business, provided five (5) working days written notice is given to the Employer by the Union, specifying length of time off. The Employer agrees requests received according to this section will be granted, provided remaining staff are sufficient to adequately provide for City service without limitations.
- 2.1.2 With at least ten (10) working days advance notice, a Union member who is elected or appointed to serve the Membership as a Representative, Delegate, or Alternate Delegate of the Local Union to any official proceedings, meetings, or conferences of or with the Union, Joint Council 28, or the International Union (IBT) will be granted a short-term (ten (10) work days or less) leave of absence to allow participation, without discrimination or loss of seniority rights, and without pay from the Employer. The Union agrees leave requests will not be for subject matter which is adverse to the Employer nor will said leave request create a financial hardship to the Employer in excess of those operational costs normally associated with Employee leave usage.
- 2.2 Non-Discrimination - No employee shall be discriminated against for lawful Union activities, providing such activities do not interfere with the employee's duties.
- 2.2.1 The Employer and the 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.
- 2.3 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board. Postings by the Union on such board shall be confined to official business of the Union.

ARTICLE III HOURS OF WORK

- 3.1 Hours of Work - ~~The workweek shall normally consist of five (5) consecutive days of eight (8) consecutive hours excluding the meal period, scheduled Monday through Friday between the hours of 8:00 A.M. to 5:00 P.M.; provided however, such schedule may be changed by mutual agreement of the Employer and the employee.~~ **The work cycle shall consist of seven (7) days (Monday to Sunday) and the workweek shall consist of five (5) consecutive days of eight (8) consecutive hours excluding the meal period; provided however, such workweek may be altered by mutual agreement of the Employer and the employee but in no event to exceed forty (40) hours in one (1) week unless time and one-half (1-1/2) is paid for hours worked beyond forty (40).**
- 3.1.1 Alternate Workweek – ~~The alternate work schedule shall consist of eight (8) work days of nine (9) hours and one day of eight (8) hours. The 9/80 workweek begins on the employee's eight (8) hour day, at exactly four (4) hours after the scheduled start time and ends 168 hours later at the same time on the same day during the following week. This results in forty (40) straight time hours per FLSA workweek, and eighty (80) straight time hours per pay period. The Flex Day Off is each alternate Friday which shall be scheduled to work eight (8) hours. Upon mutual agreement, an employee or group of employees may work a four (4) X ten (10) schedule. Remote work may be permitted with Employer provided technology on a case by case basis with the approval of the employee's manager and after~~

~~consulting with Human Resource OR City Administrator or Designee per the City's Telework policy guidelines.~~ **are defined as a schedule that is different than the standard five (5) eights (8's). Available alternate work schedules are (subject to department needs): four (4) days a week, ten (10) hours a day; or a modified four (4) days a week, nine (9) hours a day and one (1) day of four (4) hours ensuring that a forty (40) hour week within a work week is achieved. This must be pre-approved by the department director with a notice of at least two working weeks before the schedule is effective at the beginning of the next pay period. The City may deny alternate workweeks based on bonafide work necessity. No alternate workweeks shall result in additional staff cost. Once established, the City may revert to a normal schedule upon one week notice to the affected employee. Remote work may be permitted with Employer provided technology on a case-by-case basis with the approval of the employee's manager and after consulting with the Human Resource Director or City Administrator or Designee per the City's Telework policy guidelines.**

- 3.2 **Rest Periods** - Employees shall receive one (1) fifteen (15) minute rest period on the Employer's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period.
- 3.3 **Meal Periods** - Employees shall receive a meal period of **up to** sixty (60) minutes which shall be on the employee's own time and which shall generally begin between the third (3^d) and fifth (5th) hour of the work shift. With mutual agreement employees are permitted to waive their meal pursuant to the City's Meal Break Waiver form.
- 3.4 **Flexible Time** - It is the intent of this section that flex schedules be permitted year round. Employees shall have their requests considered for flex time. A flexible work schedule is generally defined as a work arrangement where employees may have individualized start and end times which vary from the established 9:00 a.m. to 5:00 p.m. work day, yet shall not exceed 40 hours straight time in a work week. Employees who work flexible work schedules shall receive overtime pay or compensatory hours for hours that exceed 40 in a week, in accordance with Article IV 4.1 or 4.4. A flex schedule may include a combination of long and short days. The City may deny flex time based on bonafide work necessity. No flex schedule shall result in additional staff cost to the City. Once established, the City may revert to a normal schedule upon one **week's** notice to the affected employee.

ARTICLE IV OVERTIME AND CALLBACK

- 4.1 **Overtime** - All work performed in excess of forty (40) hours in one (1) week, ~~or eight (8) hours in one (1) day,~~ shall constitute overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. All overtime shall be approved in advance by employees' supervisor or designee except in the case of a bonafide emergency.

~~4.1.1 For employees working a 9/80 workweek all work in excess of forty (40) hours in one (1) week or nine (9) hours in one (1) day shall constitute overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. With the exception of the working Friday when all work in excess of eight (8) hours shall constitute overtime and shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.~~

4.2 Overtime shall be paid in increments of fifteen (15) minutes rounded up with the incremental periods of eight (8) or more minutes and rounded down with incremental periods of seven (7) or less minutes.

4.3 In computing overtime, all contractual holidays and annual leave shall be considered as days worked.

4.3.1 Overtime Assignments - All extra work and overtime shall be offered in order of seniority subject to qualifications. Should there be insufficient volunteers; assignment shall be made by inverse seniority.

4.4 In lieu of paid overtime, employees may request compensatory time or to flex their schedule by leaving early or coming in late by the same amount of time on another day in the workweek, with advanced approval from their supervisor.

4.4.1 Compensatory Time - ~~In lieu of paid overtime,~~ Compensatory time-off may be utilized upon the request of the employee, with approval of the Employer, ~~and shall be taken at the rate of one and one-half (1-1/2) times the actual time worked.~~ Compensatory time-off shall be accumulated up to a maximum of eighty (80) hours. Compensatory time must be used or cashed out by the end of the calendar year. Any remaining hours as of December 31 will be cashed out by the City and paid on the employee's January 5th paycheck.

4.4.2 No employee shall be required to flex their schedule or accept compensatory time in lieu of traditional overtime pay. If an employee chooses not to flex their schedule or accept compensatory time, the employee must be paid the appropriate overtime rate of pay.

4.5 Call Back – An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time they started work on the call back, they shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift. Such call back shall not apply to prescheduled evening meetings that occur on a regular basis when an employee continues to be compensated from the end of their regular shift to the completion of the meeting.

~~4.6 It is understood and agreed by and between the Employer and Union that Standby Duty shall be established as follows:~~

~~4.6.1 Standby Duty – Employees who volunteer for Standby Duty shall be compensated in accordance with the following schedule. If such volunteers are unable to fill the need~~

~~for Standby Duty, the Employer may assign employees on a regular rotating basis to Standby Duty.~~

- ~~4.6.2 Evening Standby Duty Evening Standby Duty shall commence as of the normal quitting time on the evening of a workday (Monday through Thursday) and continue through to the normal starting time the following morning. An employee who serves Evening Standby Duty shall be compensated seventeen dollars (\$17.00) per evening.~~
- ~~4.6.3 Weekly Standby Duty Employees who work Weekly Standby Duty shall be compensated a flat rate of three hundred ten dollars (\$310) for the entire week running from Monday evening at the end of the regular shift through the beginning of the regular shift the following Monday. Employees assigned to Standby Duty are expected to always remain fit for duty.~~
- ~~4.6.4 Holiday Standby Duty Holiday Standby Duty shall commence as of the normal weekday starting time on the contractual holiday and continue through to the normal starting time on the morning following the holiday. An employee who serves Holiday Standby Duty shall be compensated forty dollars (\$40.00) for a holiday that falls on a weekday and/or thirty dollars (\$30.00) for a holiday that falls on a Friday or a Monday. Employees assigned to Standby Duty are expected to always remain fit for duty.~~
- ~~4.6.5 Additional Compensation Employees on Standby Duty who incur long distance phone charges in the line of duty shall be reimbursed by the City in a timely manner after submitting documentation of such charges.~~
- ~~4.6.6 Employees on Standby Duty shall carry a City pager and City cell phone at all times and the employee's travel shall be limited to the range of the pager or cell phone with the understanding that employees must be reasonably available (1 hour) to respond to a callback.~~
- ~~4.6.7 Employees on Standby Duty who are called out shall be compensated at a minimum of three (3) hours at one and one half (1-1/2) times their regular straight time hourly rate of pay which shall be in addition to the Standby Duty allowance.~~

ARTICLE V WAGES

- 5.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

ARTICLE VI PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 6.1 Probation Period - New employees shall be subject to a six (6) month probation period commencing with their date of hire. During this period such employees shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer. In lieu of termination, the Employer may request an extension of the probation period to further evaluate the employee's performance.
- 6.1.1 Discharge of an employee during their probation period shall not be subject to the grievance procedure.

- 6.1.2 Upon satisfactory completion of the probation period, the employee shall be entered on the seniority list as of their original date of hire.
- 6.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work with the Employer in a position covered by either the Public Works or Office Technical Collective Bargaining Agreements.
- 6.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:
- Justifiable discharge;
 - Voluntarily quit;
 - Layoff or leave of absence exceeding eighteen (18) months;
 - Occupational injury/illness with absences exceeding eighteen (18) months;
 - Non-Occupational injury/illness exceeding twelve (12) months.
- 6.2.1.2 Employees transferred or promoted to a new position in the bargaining unit shall serve a six (6) month trial period.
- 6.2.2 In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and their ability to perform the duties required in the job. In applying this provision it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
- 6.2.3 On July 1st of each year, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, their present classification, their date of hire and their present rate of pay.
- 6.3 Layoff - In the case of layoff, the employer will determine which workforce needs to be reduced and the employee with the shortest amount of service in said workforce subject to reduction shall be laid off first provided those remaining on the job can provide efficient operations (i.e. those employees remaining on the job are fully qualified to perform the remaining work). The employer shall provide an employee subject to layoff with at least thirty (30) calendar days advance notification prior to layoff. An employee designated for layoff may bump a less senior employee in another classification for which they are qualified which is equal to or lower in pay grade (qualified means meets the minimum requirement of the current Job Description). An employee who chooses to exercise the right to displace another employee with lesser seniority shall provide the City with notice of their intent to bump within two (2) weeks of receipt of notice of layoff. The employee bumped shall have the same right to bump a less senior employee, *ad infinitum*. If a certification or license is needed by the employee bumping into a different position, that employee shall have six (6) months to acquire the necessary certification or license.
- 6.4 Recall - In the case of recall, those employees laid off last shall be recalled first, provided they are qualified to perform the jobs remaining. An employee on layoff must

keep both the Employer and the Union informed of the address and telephone number where they can be contacted.

6.4.1 When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within seven (7) calendar days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after they have been on continuous layoff for a period of eighteen (18) months. Should an employee not return to work when recalled, the Employer shall have no further obligation to recall him.

6.5 Job Vacancies - Regular job vacancies within the bargaining unit shall be filled based upon the concept of promotion from within the City; provided however, applicants shall have the necessary qualification, abilities, and experience to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job.

~~When the qualifications are equal the non-probationary in-house employee shall be selected. The selection shall be in order as; within city employees (first) then applicants from outside.~~

6.5.1 Notices of permanent job vacancies within the bargaining unit shall be posted ~~on the bulletin board for seven (7) calendar days at the shop.~~ **in the applicant tracking software. Current Present** employees who desire consideration for such openings **shall apply using the City's software.** ~~notify the Employer in writing during the seven (7) calendar day period the notice is posted.~~ **Job postings will be open to internal and external candidates at the same time. When the qualifications are equal, subject to meeting minimum qualifications the non-probationary in-house employee shall be selected conditioned on satisfactory performance. (NOTE: City will be revisiting this language before next bargaining session)**

6.6 In the event an employee covered by this agreement bids and/or accepts a position which is covered by another agreement (within the City), they shall have the right to return to their previous position with no loss of seniority, if done within thirty (30) calendar days from the day they accepted the bid for the position.

ARTICLE VII HOLIDAYS

7.1 Employees shall receive eleven (11) paid holidays and two (2) paid floating **leave days** ~~holidays~~ **each year** as set forth below. If any employee is required to perform any work on such holiday, they shall receive compensation at the overtime rate for the time worked, in addition to their straight-time pay for such holiday. If a holiday occurs during an employee's vacation, no vacation leave shall be deducted for that day. Holiday pay will not exceed eight (8) hours, even when working an alternate work schedule (i.e.: 4/10, etc.). With pre-approval from the department head, employees can use flex time **by adjusting their schedule during the same week to make up those extra hours,** compensatory time, or annual leave. ~~Holiday hours are not used in the computation of overtime.~~

New employees hired before July 1 receive the full two (2) days of additional leave and new employees hired after July 1 and before October 1 receive one (1) day of additional leave.

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3 rd Monday of January
Presidents' Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	<u>19th of June</u>
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	<u>4th Friday of November</u>
Christmas Day	December 25 th
Two (2) Floating Holidays Days	

- 7.1.2 Employees, regardless of their standby duty assignment scheduled or required by the Department Manager to work Thanksgiving Day (fourth (4th) Thursday in November) or Christmas Day (December 25th) shall receive two (2) times their regular straight-time hourly rate of pay for all hours worked in addition to the employee's regular eight (8) hours holiday pay.
- 7.2 The afore-referenced holidays represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth within Section 7.1.
- 7.3 In those cases where the Employer and the employee mutually agree to make a holiday a regularly scheduled work day, the employee may receive another day off in place of the holiday.
- 7.4 Employees failing to report to work on the day before or after a holiday shall not be paid for the holiday, except for excused absences and illnesses.
- 7.5 An employee shall not be entitled to take the Floating **Days Holiday** until completion of their probation period. When an employee requests the Floating **Day Holiday** they must give at least one (1) week advance notice. Granting of the Floating **Day Holiday** shall be based on departmental needs and requirements. Seniority shall prevail in granting time-off in those instances where more than one (1) employee requests the same day.

ARTICLE VIII LEAVES

- 8.1 ~~Annual Paid Leave - Annual Paid Leave is compensated time-off for employees who are absent from duty because of illness, injury, death in the family or household, medical or dental care appointments, personal business, or personal vacation.~~
Existing Annual Leave banks as of December 31, 2025, will be split 50/50 - with 50% going into the new Sick Leave bank and the remaining 50% going into a Vacation Leave bank, with up to 200 hours in the vacation leave bank to allow

for continued accrual for the rest of 2025. Any staff that exceed 200 hours after the split would have those extra hours added to their sick leave bank. Staff will not lose any hours in the split.

8.1.1 Each full-time employee shall earn hours of **Annual Paid Vacation** Leave credits in accordance with their accumulated continuous service at the rate shown below:

<u>ANNUAL PAID LEAVE CREDIT</u>			
<u>YEARS OF SERVICE</u>	<u>DAYS</u>	<u>HOURS</u>	<u>CREDIT HOURS PER REGULAR HOURS WORKED*</u>
0 through 2	20	160	0.07692
3 through 4	24	192	0.09231
5 through 8	26	208	0.1
9 through 11	28	224	0.10769
12 through 14	30	240	0.11538
15 through 17	32	256	0.12308
18 through 19	34	272	0.13077
20 or more	37	296	0.14231

~~*The Annual Leave Credit hours shown are for annual calculations and administrative purposes only. The figure shall be used to calculate earned pro-rata Annual Leave whenever proration is necessary.~~

<u>VACATION LEAVE ACCURAL</u>		
<u>YEARS OF SERVICE</u>	<u>DAYS</u>	<u>HOURS</u>
<u>0 through 4</u>	<u>12</u>	<u>96</u>
<u>5 through 9</u>	<u>16</u>	<u>128</u>
<u>10 through 14</u>	<u>20</u>	<u>160</u>
<u>15 through 19</u>	<u>23</u>	<u>184</u>
<u>20 or more</u>	<u>25</u>	<u>200</u>

Part-time employees accrue pro-rated amounts based on hours worked status. Vacation Leave can be used, upon pre-approval from supervisor or department head, after ninety (90) days of employment. Unused hours can roll over year to year, with a maximum total cap in the Vacation Leave bank of 240 hours.

8.1.2 ~~Annual Paid Leave shall be earned each pay period when the employee is in a paid status, based upon the number of regular straight time hours of paid compensation. Annual Paid Leave may only be taken after the employee has completed six (6) months of continuous service and shall be taken in increments of not less than fifteen (15) minutes. Sick Leave accruals for regular full-time employees accrue eight (8) hours per month worked. Hours are pro-rated for new employees or for employees terminating employment. Part-time employees accrue 1 hour for each 40 hours worked. Unused hours will roll over from one calendar year to the next with a maximum cap in the Sick Leave bank of 320 hours. Sick Leave hours cannot be cashed out. Employees begin accruing upon employment and can be used after ninety (90) days of employment, per Labor and Industries.~~

- 8.1.3 Employees may request ~~between one (1) hour and the equivalent of one (1) full workday hours of Annual Paid Leave by notifying the Department Head or his designee within an hour of their regular starting time for illness or other unforeseen situation, or at least one (1) day from the beginning of the Annual Paid Leave for other situations.~~ **Sick Leave according to the City's sick leave policy.**
- 8.1.4 Employees may request ~~Annual Paid~~ **Vacation** Leave for continuous periods of eight (8) to twenty-four (24) hours by making written application on a form provided by the Employer to the Department Head no later than the end of the previous working day.
- 8.1.5 ~~Annual Paid~~ **Vacation** Leave requests exceeding twenty-four (24) hours shall be applied for in writing by January 30th. In the event of conflicting requests for the same leave period, seniority shall be the determining factor. The Department Heads shall post an ~~Annual Paid~~ **Vacation** Leave schedule by February 15th. Any requests submitted after January 30th shall be granted on a first come first serve basis.
- 8.1.6 The Employer may deny any leave requests that conflict with the scheduling or work requirements of the Employer.
- 8.1.7 Employees are responsible for requesting and scheduling their allotment of ~~Annual Paid~~ **Vacation** Leave away from work. Once ~~Annual Paid~~ **Vacation** Leave is scheduled, the employee shall be permitted to be absent as scheduled, except for a City emergency. ~~Up to eighty (80) hours of accumulated leave credit may be carried over from one year to the next. If an employee has been denied the time to use Annual Paid Leave before its expiration date, credit shall be accrued above the eighty (80) hour annual carryover limit.~~ At an employee's request the employer may buy down the ~~Annual Paid~~ **Vacation** Leave bank hours of an employee. ~~Employees may carry over eighty (80) hours of Annual Paid Leave yearly and there shall be no cap on total carry over bank hours an employee may accrue.~~ Upon termination or retirement, employees shall be paid for all unused ~~Annual Paid~~ **Vacation** Leave up to two hundred forty (240) hours, any amount above two hundred forty (240) hours shall be forfeited.
- 8.1.8 ~~The maximum number of hours of Annual Paid Leave an employee is eligible to use in any year shall be the total of the following:~~
- ~~—The total carry-over accumulation from previous years;~~
 - ~~—Those hours accrued to date during the current year.~~
- 8.1.9 ~~Annual~~ Leave Sharing - Employees, at their option, may contribute carry over leave to other employees suffering disabilities as provided for in the City's ~~Annual~~ Leave Policy.
- 8.1.10 Employees may, in addition to their personal illness or injury, use ~~Annual Paid~~ **Sick** Leave to care for their spouse, children, or parents when such person is incapacitated and requires the personal supervision or treatment by the employee. All employees are entitled to use paid leave as stated in the Federal Family Medical Leave Act (FMLA) and the Washington State Family Care Leave Law. (See City Policy)
- 8.1.11 Worker's Compensation - In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, such as the State Worker's Compensation Act or similar legislation of the State of

Washington or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and their regular rate of compensation that they would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated **Annual Paid Sick** Leave as here and above specified.

- 8.2 Jury Leave - An employee who is required to serve on a jury or as a result of official 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 service. If employees have sufficient time to work one-half (1/2) day or more, they shall call their supervisor and ask if they should report to work for the balance of that day (if their supervisor is not available, the employee shall report to work).
- 8.3 Leave of Absence - If authorized by the Employer, employees may take up to three hundred sixty-five (365) days leave of absence without pay. An employee shall not accrue seniority or benefits during a leave of absence.
- 8.3.1 An employee who takes an unauthorized leave of absence from their job duties shall be subject to an investigation by the Employer. An employee found to have taken such an unauthorized leave may be charged with job abandonment and subject to immediate termination or disciplinary action.
- 8.4 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family," such employee shall be allowed up to ~~three (3)~~ **five (5)** days' paid leave. Bereavement Leave must be used within twelve (12) months of the immediate family member's death. Leave shall be granted to the employee by the Employer with the approval of their Department Director. ~~If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional two (2) paid days off shall be allowed.~~ "Immediate family" shall be defined as a spouse, domestic partner, child, parent, sibling, parent in-laws, grandparents, grandchildren, **step-parents and step-children or aunts, uncles, and cousins within one generation.** ~~Bereavement leave may be approved by the City Administrator beyond the allotted days.~~ Any days **needed** beyond the ~~three (3) or~~ five (5) original days, the employee may use compensatory time, **sick leave, or vacation leave, with their supervisor's approval or annual leave.**
- 8.5 Family Care Leave - Employees may, in addition to their personal illness or injury, use **Annual Paid Sick** Leave to care for their spouse, children, or parents when such person is incapacitated and requires the personal supervision or treatment by the employee. All employees are entitled to use paid leave as stated in the Federal and Family Medical Leave Act (FMLA) and the Washington State Family Care Leave Law. (See the City Policy)

Employees should provide as much advance notice of the need for Family Care Leave as possible. Employees must notify their supervisor or department director before leaving the workplace. Health care provider certification may be required to support the need for leave. If the reason for leave, is the serious health condition of a spouse, parent, parent-in-law or grandparent, the normal certifications required by the City under our FMLA and annual leave policies will apply.

ARTICLE IX HEALTH AND WELFARE

9.1 Insurance - The Employer shall provide the following insurance coverage for all employees and their dependents:

9.1.1 Medical – Effective January 1, 2023, the Employer shall maintain the present level of benefits available through the Association of Washington Cities Trust; the Plans offered are AWC HealthFirst 250, Kaiser (\$200), Kaiser PPO, and a HSA/FSA option.

9.1.1.1 Effective January 1, 2023, the employer shall pay one hundred percent (100%) of those premiums for employees and ninety percent (90%) for their dependents enrolled in the Employer’s sponsored Medical Plans identified in Section 9.1.1.

9.2 ~~Dental – The Employer shall contribute the sum necessary to maintain coverage on a monthly basis to the Washington Teamster Welfare Trust Plan “A” for each employee in the bargaining unit who was compensated for forty (40) hours or more during the preceding month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.~~ **Effective January 1, 2026, the employer shall pay one hundred percent (100%) of those premiums for employees and ninety percent (90%) for their dependents enrolled in the Employer’s sponsored Dental Plans through AWC.**

9.3 ~~Vision Insurance – The Employer shall contribute the sum necessary to maintain coverage on a monthly basis to the Washington Teamster Welfare Trust Vision Plan “EXT” for each employee in the bargaining unit who was compensated for forty (40) hours or more during the preceding month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of such contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.~~ **Effective January 1, 2026, the employer shall pay one hundred percent (100%) of those premiums for employees and ninety percent (90%) for their dependents enrolled in the Employer’s sponsored Vision Plan through AWC.**

9.3.1 Both the employee and their immediate family dependents are eligible for Dental and Vision benefits, as provided for in Sections 9.2 and 9.3.

~~9.4 Short Term Disability Insurance – The Employer shall provide at no cost to the employee disability insurance to maintain the employee's salary at no less than sixty percent (60%) of the employee's regular pay, for the period commencing with the thirty first (31st) working day following the first day of absence for any disability up to and including the one hundred eightieth (180th) working day from the employee's first day of absence for said disability. This benefit shall only apply to non-job related injury or illness. To be eligible for this benefit, employees must be medically incapacitated from performing any work for the City and shall not be eligible if they refuse a bona fide offer of work accommodation or revision that has been approved by their treating~~

~~physician. If the employee returns to work, and the reoccurrence of a prior eligible disability occurs within three (3) months of the disability period, it shall be a continuation of that prior disability and there shall not be a thirty (30) day waiting period.~~

~~9.4.1 The Employer shall, at the option of the employee, compensate the employee out of their accrued Annual Paid Leave that amount which shall provide for one hundred percent (100%) of the employee's regular pay when the employee is off work and on Short Term Disability Insurance.~~

9.5 Life Insurance – The Employer shall pay each month to the authorized insurance agency (Standard Life) the premium amount for a thirty-thousand dollars (\$30,000) term life insurance policy for each employee of the bargaining unit.

9.6 Long Term Disability Insurance - The Employer shall, at no cost to the employees, provide a Long-Term Disability Insurance Plan. The Employer's obligation is solely to pay the required premiums provided through the Association of Washington Cities (AWC) Trust and in accordance with the plan's terms and conditions. The Long-Term Disability coverage shall commence on the one hundred eighty first (181st) calendar day from the employee's first day of absence. Such Long-Term Disability Plan shall provide for at least sixty percent (60%) of the employee's regular pay. The Employer's financial obligation is solely to pay the required premium of the Plan.

9.7 Pensions - The Employer and the employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.

~~9.8 The bargaining unit shall have the right to elect to participate in the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit. The Employer's contributions to the Trust on behalf of the bargaining unit shall be funded with employee pre-tax payroll diversions.~~

~~9.8.1 Pursuant to Section 9.8, if Employees elect as a bargaining unit to participate in the Western Conference of Teamsters Pension Trust Fund, the Employer agrees to match the bargaining unit's elected pre-tax diversion up to the first (1st) twenty-five cents (\$0.25) per compensable hour. **The Employer will contribute a matching amount to what employees contribute, up to one hundred and twenty dollars (\$120) per month, to the deferred compensation program (DCP) offered through Washington Department of Retirement Services (DRS).**~~

In addition to any eligible DCP match, and for the term of this CBA contract only, the City will contribute a flat monthly amount for eligible employees based on the following criteria and amounts:

- **Employees hired before January 1, 2023, will have one hundred sixty-three dollars (\$163) deposited into their DCP account following each month of full-time working status (paid by the City).**
- **Employees hired between January 2, 2023, and January 1, 2024, will have one hundred twenty-two dollars (\$122) deposited monthly into**

their DCP account following each month of full-time working status (paid by the City).

- Employees hired between January 2, 2024, and January 1, 2025, will have eighty-one dollars (\$81) deposited monthly into their DCP account following each month of full-time working status (paid by the City).
- For employees hired between January 2, 2025, and December 31, 2025, will have forty-one dollars (\$41) deposited monthly into their DCP account following each month of full-time working status (paid by the City).

9.8.1 Payroll Errors - Employees who believe there is an error in their paycheck must notify the Employer in writing within five (5) business days of the pay date in question. The Employer shall also notify the employee promptly upon discovering any payroll error.

Underpayments - If an underpayment of more than \$200 is confirmed, the Employer shall issue the corrected payment no later than ten (10) business days from the date of confirmation. If less than \$200, the payment will be issued on the next following pay date/paycheck.

Overpayments - the employer will follow in accordance with RCW 49.48.200 and RCW 49.48.210.

9.9 If an employee employed on or before December 25, 2022, chooses not to cover some/or all of their dependents (including spouse) under the medical, dental and/or vision plan, the City will reimburse the employee fifty percent (50%) of the city's premium cost providing the employee's dependents have coverage.

9.10 Paid Family and Medical Insurance Benefits – ~~Beginning January 1, 2019, with benefits effective January 1, 2020 and onward,~~ eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Employee **and employer** premiums shall be shared **as set by Washington State PFML.** ~~by the Employer on the basis of a fifty percent (50%)—fifty percent (50%) split.~~

ARTICLE X MISCELLANEOUS

10.1 Training and Development – The Employer shall strive to further develop a training and development program to encourage positive labor-management relations, employee safety, proficiency, productivity and inter and intra departmental mobility. Such a program may be conducted either during or after regularly scheduled working hours, and **paid for by the employer subject to job related, department head approval, budget availability, and employer resources.**

10.1.1 **Tuition Reimbursement. With approval prior to registration and upon** satisfactory completion ("C" grade or higher) **of a certificate program or college-level** class in a pre-approved field of study that is job related, the Employer shall reimburse the

employee the cost of tuition, fees and books for that term, if it is determined to be in the budget at the time of pre-approval.

All education, training, and development incentives are dependent on budgetary availability. The maximum per employee per calendar year (January through December) for tuition is capped at the rate of tuition for in-state (Washington State) public universities, per budgetary pre-approval.

If the employee voluntarily terminates employment with the City of Snohomish after completion of the course and prior to completing active employment thereafter as listed below, they will refund the amounts listed below of the course expenses provided to them:

- Six (6) months after reimbursement - refund the City 100%
- Twelve (12) months after reimbursement - refund the City 75%
- Eighteen (18) months after reimbursement - refund the City 50%
- Twenty-four (24) months after reimbursement - refund the City 25%

10.1.42 Approved fields of study shall be all courses that contain skill and/or knowledge needed within the job description of the employee and all courses of study offered by educational institutions that prepare for and are required to obtain degrees that develop the employee abilities needed within the job description.

10.1.23 All requested courses shall require prior Employer approval.

10.1.34 Education Incentive Pay – To qualify for the Education Incentive Pay, the employee must have satisfactorily completed the probationary period **prior to requesting eligible education incentive pay**. The degree and/or credits **submitted for review** must be from an accredited college or university, must be job-related and/or required courses to obtain **a college or advanced** degree, and must be above the required level of education required for the position occupied by the employee. Once the employee has been approved for the pay, the employee will continue to receive the pay until:

- 1) The employee changes job classification and the job classification requires a specific degree (i.e., Project Engineer requires engineering degree) or;
- 2) The job description relating to the minimum educational level for the classification is changed to require the specific degree.

Upon proof provided by the employee, **one of** the following Educational Incentive Pay **increases** shall be added to the current straight time base rate of monthly pay for employees holding the following required credits:

- Two and one-half percent (2.5%) increase for forty-six (46) credit hours;
- Five percent (5%) increase for ninety (90) or more credit hours.

The educational incentive pay **and tuition reimbursement is are** non-cumulative, ~~i.e.,~~ **e** Employees are eligible to receive one or the other, but not both.

- 10.1.4 Trainings that occur away from the Employer's worksite that are outside of Snohomish County, the employees shall receive the meal stipends following the General Services Administration guidelines (Per Diem Rates GSA).
- 10.2 Higher Classification - In the event an employee is assigned or works in a higher classification than that to which they are regularly assigned, they shall be paid at Step A in the higher classification worked or an additional five percent (5%) of their base wage whichever is greater, provided the employee ~~has worked at least four (4) consecutive hours~~ **is performing the full range of duties for one complete shift in such assignment.**
- Employees shall receive not less than five percent (5%) of their hourly straight-time rate or paid at Step A in the higher classification while assigned, in writing, to act in the capacity of a non-unit management employee with greater earnings than the unit employee. If assigned to act for a non-unit management employee with less earnings, the bargaining unit employee's rate of pay shall not be reduced. Employees acting in this capacity shall receive the increased pay after the ~~fourth (4th) hour~~ **performance of the full range of duties for one complete shift** in such capacity when assigned by management.
- 10.3 Part-Time and Temporary Employees - The Employer may only utilize part-time and/or temporary employees to supplement the regular full-time work force, and shall not utilize part-time and/or temporary employees to supplant regular full-time employees. Regular employees may be temporarily replaced during any absence from which they are expected to return or during recruitment to fill an open position.
- 10.3.1 Part-time employees (but not temporary employees) who work eighty (80) hours or more per month shall receive fringe benefits on a ~~pro-rata basis~~. Part-time employees who work less than eighty (80) hours per month shall not be eligible for fringe benefits. Regular part-time employees may waive benefits provided by this Agreement, when the Plan permits waiver and; provided such waiver is freely given, may be rescinded by the employee and is in writing, with a copy delivered to the Union at the time of waiver. A regular part-time employee (but not a temporary employee), who works eighty (80) hours or more per month shall receive fringe benefits on the same basis as a full-time employee. A part-time employee who works less than eighty (80) hours per month shall not be eligible for fringe benefits. A regular part-time employee may waive benefits provided by this Agreement, when the Plan permits waiver and; provided such waiver is freely given and is in writing with a copy delivered to the Union at the time of the waiver. The waiver may be rescinded by the employee.
- 10.3.2 For the purposes of Appendix "A", a ~~month year~~ shall be the equivalent of ~~one hundred seventy-three point three (173.3)~~ **two thousand eighty (2080)** hours.
- 10.4 Uniform and Safety Equipment - The Employer shall furnish, on an as-needed basis, to those employees who, by the nature of their job duties are required to work in inclement weather and/or unsafe conditions, the following uniform, safety footwear and other safety equipment. Employees shall be responsible for cleaning and maintaining their uniforms. Uniform variance may be permitted so long as it is mutually agreed to by the employees and the Employer.

Senior Utilities Engineer/Project Engineer/~~Planner~~/Code Enforcement/Building Official:

One (1) pair of shoes or boots

Senior/Field Engineering Technician/Code Enforcement/Building Official:

One (1) reflective safety vest
One (1) hat
One (1) hooded sweatshirt
One (1) winter coat
One (1) pair steel-toed boots
One (1) rain suit
Two (2) coveralls - 1 pair may be insulated
Five (5) jeans
Five (5) tee shirts
Five (5) shirts

The Employer shall provide replacement or repair of uniform items as necessary due to normal wear and tear for all the above classifications.

- 10.4.1 Safety Shoes - The Employer shall annually pay up to the same allowance as the Public Works Unit for the purchase of steel-toed safety shoes or boots. Such shoes shall be purchased with Employer purchase orders at the Employer's designated supplier. The City will replace boots that are damaged in work related conditions and or accidents. Employees shall be responsible for conforming to State statutes relating to safety footwear and for maintenance of the safety boots. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC).
- 10.5 Vehicle Safety - The employer shall comply with all local, state and federal laws, regulations and standards regarding the safe operating condition of all vehicles and equipment to insure the safety of all employees and the public.
- 10.6 Travel time during regular working hours shall be compensated at the employees' regular rate of pay. Travel time outside regular working hours on City business shall be compensated at the appropriate rate of pay. The time spent in traveling to and returning from City business is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

ARTICLE XI EMPLOYER RIGHTS

- 11.1 The Employer has and shall retain the exclusive rights to manage and direct the performance of the Employer's services and the work force performing such services.
- 11.2 The Employer has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the Employer.
- 11.3 The management of the City of Snohomish and direction of the working forces, including the right to hire, rehire, suspend or discharge for just cause, to assign jobs,

to transfer employees within the City, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules and means of operations and the schedules and means of operating or handling, are vested exclusively in the Employer, provided this shall not be used for the purpose of discrimination against any employee or to circumvent any of the provisions of this Agreement.

- 11.4 The Employer has and shall retain the exclusive right to determine the size and composition of the work force, to assign work to all its employees in accordance with requirements as determined by the Employer and to establish work assignments and set work schedules.
- 11.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reasons; to discharge, suspend or otherwise discipline employees for just cause; to determine position classifications; to hire, transfer, promote and demote employees for non-disciplinary reasons; to determine policies, procedures and standards for selection, training and promotion of employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its missions in emergencies; to exercise control and discretion over its organization and the technology of performing its work and services to maintain the economy desirable for the performance of Employer services.

ARTICLE XII WARNING NOTICE

- 12.1 The Employer may discharge or suspend an employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him concerning their work or conduct, except that no such prior warning notice shall be necessary if the cause of discharge or suspension is theft, drinking related to their employment, intoxication, gross insubordination or conduct of a parallel magnitude.
- 12.2 For purposes of progressive discipline, the prior warning notice(s) shall be for behavior of a similar nature to be used as cause for discharge or suspension. No such warning notice shall remain in effect for a period of more than eighteen (18) months; unless a second warning notice is issued during those eighteen (18) month for a violation of the same nature. If a second warning notice is issued within the same eighteen (18) month period, both warning notices shall remain in effect for a period of eighteen (18) months from the date of the second warning notice. A copy of such warning notice shall be sent to the Union at the time it is given to the employee.
- 12.3 Discipline to be considered valid shall be issued to the Employee and the Union in writing within ten (10) working days from the conclusion of the investigation. Employer investigations will generally be concluded within thirty (30) calendar days. The Union agrees that reasonable requests by the Employer to extend the thirty (30) calendar day timeline involving investigation by other third (3rd) parties will not be unreasonably denied.

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 A grievance shall be defined as an issue raised relating to the interpretation, application or alleged violation of any terms or provisions of this Agreement. **Prior to a grievance being reduced to writing under this Section, the Grievant and Shop Steward will make every effort to resolve the grievance at the lowest possible level in an informal setting with the Grievant's department manager. (Business days are defined as Monday through Friday excluding recognized City holidays). If at any Step in the contract grievance procedure, the City's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.**
- 13.1.1 ~~STEP 1 - Prior to a grievance being reduced to writing under this Section, the Grievant and Shop Steward will make every effort to resolve the grievance at the lowest possible level in an informal setting with the Grievant's department manager.~~ **Should the request for a the informal meeting be needed, this will be in writing by the employee and/or the Union, stating the section of the agreement allegedly violate and explaining the grievance in detail including remedy sought,** not later than ten (10) calendar days from the occurrence or knowledge of the occurrence of the alleged grievance. The Union may bring said grievance not resolved in the informal process to the attention of the ~~M~~manager, **department head, and Director** of Human Resources in writing in an attempt to resolve the grievance at Step 1.
- 13.1.2 **STEP 2 - The Human Resources Director** ~~Manager~~ (the Union) shall make every effort to resolve the alleged grievance **and will provide an answer in writing within ten (10) five (5) calendar business** days. Failure to resolve the alleged grievance within the ~~five (5) calendar~~ **ten (10) business** day period shall permit the Union (Employer) the right to submit a written demand for resolution of the alleged grievance to the City Administrator (Union Representative) at Step 3. ~~who shall rule on the merits of the alleged grievance and respond within ten (10) calendar days.~~
- 13.1.3 **STEP 3 - The City Administrator (Union) shall make every effort to resolve the alleged grievance and will provide an answer in writing within ten (10) business days.** Failure of the City Administrator (Union Representative) to satisfactorily resolve the alleged grievance within the ten (10) ~~calendar~~ **business** day period shall permit the Union (Employer) the right to submit a demand for arbitration to the Employer in writing within ten (10) calendar days.
- 13.1.4 The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) ~~calendar~~ **business** days after receipt by the Employer (Union) of the written demand for arbitration, the Union (Employer) may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS) (The List will be the Northwest Region) **first then the Public Employees Relations Committee (PERC).** After receipt of same, the parties shall alternately strike the names of arbitrators until only one name remains, who shall upon hearing the dispute render a decision which shall be final and binding upon all parties.
- 13.2 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 13.3 The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by both

parties equally. Each side shall bear its own costs incurred in the arbitration including attorneys' fees, witnesses and any other such expenses.

13.4 In the absence of a mutually agreeable timeline extension if the grieving party fails to take the action required within the time provided herein, the grievance shall be deemed forfeited and waived. If the party against whom the grievance is filed fails to take the action required within the time provided herein, the grievance shall automatically advance to the next step of this procedure without waiver of procedural agreement. However, the time limits specified in this Article XIII may be waived by mutual agreement of the parties.

ARTICLE XIV SEPARABILITY AND SAVINGS

14.1 Should any clause of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement 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 clause.

ARTICLE XV DURATION

15.1 This Agreement shall become effective ~~December 26, 2022~~ January 1, 2026 and shall remain in full force and effect through December 31, 2025~~9~~.

15.2 Notwithstanding the provisions of Section 15.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union whichever is the sooner, provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF SNOHOMISH, WASHINGTON

By _____
Chad Baker, Secretary-Treasurer

By _____
Linda Redmon, Mayor

Date _____

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF SNOHOMISH, WASHINGTON
And
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Technical Employees)

~~December 26, 2022~~ **January 1, 2026** through December 31, 20**29**~~5~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SNOHOMISH, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- A.1 Effective ~~December 26, 2022~~, **January 1, 2026**, the following classifications shall be representative of the bargaining unit's work and each classification shall coincide with the appointed pay grade:

(NOTE: City will review to verify this table is the most updated version before next bargaining session)

<u>CLASSIFICATIONS</u>	<u>PAY GRADE</u>
Senior Utilities Engineer	OT15
Utility Operations Supervisor	OT14
Senior Accountant	OT14
Project Engineer	OT14
Planner	OT12
Associate Planner	OT11
Senior Engineering Technician	OT11
Engineering Specialist	OT11
Accountant	OT10
Assistant Planner	OT10
Field Engineering Technician	OT10
Engineering Technician	OT09
GIS/Permit Technician	OT09
Permit Coordinator/GIS Technician	OT09
Permit Coordinator	OT08
Accounting Technician II	OT08
Office and Utilities Billing Technician	OT08
Permit Assistant	OT07
Accounting Technician I	OT07
Utility Clerk II	OT07
Office Assistant II	OT06
Utility Clerk I	OT06
Office Assistant I*	OT04
Vacant	OT03
Vacant	OT02

*Office Assistant I employees, Pay Grade OT04, shall proceed along the pay step progression, until the completion of their fourth (4th) year of employment with the Employer. Beginning with their fifth (5th) year of employment, employees in the Office Assistant I classification may be promoted to the Office Assistant II classification, Pay Grade OT06, and shall proceed along the pay step progression.

- A.1.1 Employees will be paid twice a month. Pay shall be received no later than the 5th and 20th of each month.
- A.1.2 Leave accruals will be prorated for semi-monthly distribution. Incentive pays will be included in the paycheck of the 5th of the month after time worked.
- A.2 Effective ~~December 26, 2022~~ **January 1, 2026**, the **monthly hourly** rates of pay for each pay grade for classifications covered by this Agreement shall be shall be increased by **two** ~~six~~ percent (**2%**) ~~plus an additional lump sum bonus of fifteen hundred dollars (\$1,500.00) paid to all employees employed as of January 1, 2023, in the January 20, 2023, paycheck~~ as follows:

PAY GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
OT02	\$ 18.32	\$ 19.29	\$ 20.29	\$ 21.38	\$ 22.49	\$ 23.68
OT03	\$ 19.68	\$ 20.73	\$ 21.82	\$ 22.97	\$ 24.18	\$ 25.46
OT04	\$ 21.18	\$ 22.29	\$ 23.45	\$ 24.69	\$ 26.00	\$ 27.35
OT06	\$ 24.46	\$ 25.75	\$ 27.10	\$ 28.53	\$ 30.03	\$ 31.62
OT07	\$ 26.30	\$ 27.69	\$ 29.15	\$ 30.68	\$ 32.29	\$ 33.99
OT08	\$ 28.26	\$ 29.76	\$ 31.33	\$ 32.97	\$ 34.71	\$ 36.54
OT08-5	\$ 29.40	\$ 30.95	\$ 32.58	\$ 34.29	\$ 36.10	\$ 38.00
OT08-7	\$ 29.96	\$ 31.55	\$ 33.21	\$ 34.95	\$ 36.79	\$ 38.74
OT09	\$ 30.39	\$ 31.98	\$ 33.68	\$ 35.44	\$ 37.32	\$ 39.27
OT09-2	\$ 31.11	\$ 32.75	\$ 34.48	\$ 36.28	\$ 38.19	\$ 40.22
OT10	\$ 32.68	\$ 34.39	\$ 36.21	\$ 38.12	\$ 40.11	\$ 42.23
OT10-5	\$ 34.31	\$ 36.12	\$ 38.02	\$ 40.02	\$ 42.11	\$ 44.34
OT11	\$ 35.11	\$ 36.98	\$ 38.92	\$ 40.96	\$ 43.12	\$ 45.39
OT11-3	\$ 36.52	\$ 38.45	\$ 40.48	\$ 42.60	\$ 44.84	\$ 47.20
OT12	\$ 37.76	\$ 39.74	\$ 41.83	\$ 44.04	\$ 46.36	\$ 48.80
OT13	\$ 41.91	\$ 44.12	\$ 46.44	\$ 48.88	\$ 51.46	\$ 54.17
OT14	\$ 43.63	\$ 45.92	\$ 48.35	\$ 50.89	\$ 53.56	\$ 56.39
OT15	\$ 48.31	\$ 50.86	\$ 53.54	\$ 56.35	\$ 59.33	\$ 62.43

<u>Pay Grade</u>	<u>STEP 1</u> <u>12m</u>	<u>STEP 2</u> <u>12m</u>	<u>STEP 3</u> <u>12m</u>	<u>STEP 4</u> <u>12m</u>	<u>STEP 5</u> <u>12m</u>	<u>STEP 6</u> <u>12m</u>
OT02	\$2,934	\$3,090	\$3,251	\$3,423	\$3,603	\$3,794
OT03	\$3,153	\$3,320	\$3,495	\$3,679	\$3,873	\$4,078
OT04	\$3,392	\$3,570	\$3,757	\$3,955	\$4,165	\$4,381
OT06	\$3,919	\$4,125	\$4,341	\$4,571	\$4,811	\$5,065
OT07	\$4,213	\$4,435	\$4,669	\$4,915	\$5,172	\$5,444
OT08	\$4,528	\$4,767	\$5,019	\$5,281	\$5,559	\$5,853

OT09	\$4,869	\$5,123	\$5,394	\$5,678	\$5,977	\$6,291
OT10	\$5,234	\$5,509	\$5,800	\$6,104	\$6,424	\$6,763
OT11	\$5,624	\$5,922	\$6,234	\$6,561	\$6,907	\$7,270
OT12	\$6,048	\$6,366	\$6,701	\$7,053	\$7,426	\$7,817
OT14	\$6,988	\$7,357	\$7,745	\$8,151	\$8,580	\$9,032
OT15	\$7,513	\$7,908	\$8,326	\$8,762	\$9,225	\$9,709

A.3 STEPS 1 to 2, 2 to 3, 3 to 4, 4 to 5 and 5 to 6 are automatic progression STEPS, with STEP 1 being twelve (12) months in duration, STEP 2 being twelve (12) months in duration, STEPS 3, 4, 5 and 6 each being twelve (12) months in duration.

A.4 ~~Effective January 1, 2024, and effective each subsequent year of this Agreement, the monthly rates of pay for each pay grade for classifications covered by this Agreement, with the exception of seasonal/temporary maintenance employees in parks and public works, shall be increased by one hundred percent (100%) of the percentage change in the Seattle Tacoma Bellevue Area Consumer Price Index annual percentage for the period June to June but in no case shall the increase be less than three percent (3%) or more than three percent (3%). The index used shall be the Consumer Price Index for all Urban Consumers (CPI-U), All Items, Revised Series (1982-84=100%) as published by the U.S. Bureau of Labor Statistics. In addition to what's provided for above, if the June to June CPI-U is five percent (5%) or more, all employees eligible for a wage increase under this Section employed as of July 1st shall receive a lump sum bonus of fifteen hundred dollars (\$1,500.00) payable within thirty (30) days of the CPI-U publication.~~ **Effective January 1, 2027, and effective each subsequent year of this Agreement, the hourly rates of pay for each pay grade for classifications covered by this Agreement, with the exception of seasonal/temporary maintenance employees in public works, shall be increased by one hundred percent (100%) of the percentage change in the Seattle Tacoma Bellevue Area Consumer Price Index annual percentage for the period June to June but in no case shall the increase be less than one and a half percent (1.5%) or more than two percent (2%). The index used shall be the Consumer Price Index for all Urban Consumers (CPI-U), All Items, Revised Series (1982-84=100%) as published by the U.S. Bureau of Labor Statistics. In addition to what's provided for above, if the June to June CPI-U for any year covered in this agreement is five percent (5%) or more, all employees eligible for a wage increase under this Section employed as of July 1st of that year shall receive a lump sum bonus of fifteen hundred dollars (\$1,500.00) payable within thirty (30) days of the CPI-U publication.**

A.5 Promotion – An employee who is promoted from one classification to another shall be placed into not less than the lowest pay step of the higher classification which still provides for an increase higher than that currently being receiving by the employee prior to the promotion, provided however, in no event shall the increase be less than two point five percent (2.5%) above the rate of the old position.

A.6 Longevity Pay – Employees will receive longevity pay under the following schedule in recognition of their continuous years of employment with the Employer:

Years 5 through 9:	1% above scale
Years 10 through 14:	2% above scale
Years 15 through 19:	3% above scale
Years 20 through 24:	4% above scale

Years 25 and beyond	5% above scale
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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF SNOHOMISH, WASHINGTON

By _____
Chad Baker, Secretary-Treasurer

By _____
Linda Redmon, Mayor

Date _____

Date _____

~~Memorandum of Agreement concerning Sections 9.8 and 9.8.1
Western Conference of Teamsters Pension Plan
by and between
CITY OF SNOHOMISH, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE CLERICAL EMPLOYEES AND DRIVERS,
LOCAL UNION NO.763~~

~~(Representing the Office Technical Employees)~~

~~December 26, 2022 through December 31, 2025~~

~~This Memorandum of Agreement concerning Sections 9.8 and 9.8.1, Western Conference of Teamsters Pension Plan, is supplemental to the 2022-2025 Collective Bargaining Agreement between City of Snohomish, Washington (the "Employer") and Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 (the "Union") representing all **Office-Technical** employees working in job classifications defined in Appendix A, A.1.~~

~~Sections 9.8 and 9.8.1 of the parties' 2022-2025 collective bargaining agreement states as follows:~~

~~9.8 — The bargaining unit shall have the right to elect to participate in the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit. The Employer's contributions to the Trust on behalf of the bargaining unit shall be funded with employee pre-tax payroll diversions.~~

~~9.8.1 — Pursuant to Section 9.8, if Employees elect as a bargaining unit to participate in the Western Conference of Teamsters Pension Trust Fund, the Employer agrees to match the bargaining unit's elected pre-tax diversion up to the first (1st) twenty-five cents (\$0.25) per compensable hour.~~

~~Effective January 1, 2023, based on December 2022 hours, all bargaining unit members shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members working in the classifications outlined in Appendix A, A.1 of the 2022-2025 Collective Bargaining Agreement. Said contributions shall be made by the Employer on behalf of all bargaining unit members through a pre-tax payroll diversion for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. All compensable hours does not include the cashout of accrued but unused paid time off at retirement or separation of employment. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement.~~

~~1. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023, based on December 2022 hours, the payroll diversion amount shall be one dollar and twenty five cents (\$1.25) per compensable hour.~~

- ~~2. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023, based on December 2022 hours, the Employer shall contribute twenty-five cents (\$.25) per compensable hour.~~
- ~~3. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023, based on December 2022 hours, the total contribution made to the Trust Fund by the Employer shall be one dollar and fifty cents (\$1.50) per compensable hour.~~
- ~~4. The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the Employer on or before the 20th of the month for compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.~~

~~During the term of the Agreement, the bargaining unit as defined in Appendix A, A.1, may elect to increase the payroll diversion amount. If it does, the Union and the Employer will execute a Memorandum of Understanding in a timely manner.~~

~~PUBLIC, PROFESSIONAL & OFFICE CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters~~

~~CITY OF SNOHOMISH, WASHINGTON~~

By _____
Chad Baker, Secretary-Treasurer

By _____
Linda Redmon, Mayor

Date _____

Date _____