

City Proposals August 5, 2025

The City is committed to a collaborative bargaining process and looks forward to working with the Union on modifications to the Public Works and Office Technical collective bargaining agreements. The following is a general outline of the topics the City would like to discuss during these negotiations.

It is critical for the City to make adjustments necessary to improve payroll processing, and we recognize the stress and frustration that issues over the last few years have caused our staff. The City had considered a proposal to move to monthly payroll. While moving to a monthly payroll—without a draw—would decrease in the overall workload and financial impacts, we recognize the impact a change like this would have on personal financial planning for staff. Instead of that request, we have worked to propose other items in the pages that follow in order to eliminate a number of manual processes that create areas more likely for errors. These proposals are adjustments around hourly vs. salary rates, regular work week, alternate work schedules, how overtime is calculated, eliminating short term disability, matching state laws and standard calculations for PFML, offering all medical-related benefit options through AWC, and replacing the Teamsters Pension Trust with a comparable program through DRS. Implementing these changes would streamline the bulk of processes related to payroll and pension, reduce confusion for staff, and improve the overall quality of work products.

CBA Items

1. General Housekeeping

- a. Clean-up typos, grammar, consistent language, formatting, etc. throughout once a final draft CBA is prepared.
- b. Removal of language related to the Water Treatment Plant throughout

2. Clarification Items

There are terms that would benefit from clear(er) definitions—or agree to remove from the CBA and include in the Personnel Policies.

- a. Recognition – Remove reference to Office Technical employees (PW 1.1)

Summary Explanation: It does not make sense to list OT in the PW contract since they are separate contracts and Parks/Facilities are public works, so there is no point in separating them out.

City Proposed Contract Language

PW 1.1 Recognition - The City recognizes the Union as the sole collective bargaining agent for all City of Snohomish, Washington, ~~Office Technical~~, Public Works, ~~Parks and Facilities employees~~, excluding supervisory, confidential, casual, and seasonal/temporary maintenance employees in parks and public works working less than 347 hours in a calendar year.

- b. City Proposal: Remove form in Appendix C as details are in PW 11.5

- c. OT 3.3 – Meal Periods. *Summary: Updating language to match current practice. Not all staff want to be required to have a 60-minute lunch. This allows flexibility for staff to have a 30-minute lunch should it be agreed upon with their supervisor.*

City Proposed Contract Language

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 (3rd) 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.

- d. PW 4.3 & OT 4.4 - *Summary: Language around comp time is unnecessarily confusing.*

City Proposed Contract Language

PW 4.3 & OT 4.4 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.

3. Alignment Between Unit Contracts

Align language to prevent confusion.

- a. Use the OT 2.1 Non-Discrimination language as the same language for PW contract

City Proposed Contract Language

PW 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.**

- b. Use the PW 8.1.10 – Family Care Laws language as the same language for OT contract in article OT 8.5

City Proposed Contract Language

OT 8.5 Family Care Leave - **Employees may, in addition to their personal illness or injury, use Annual Paid 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.

c. PW 10.12/OT 10.3.1 – Discussion on pro-rata basis for fringe benefits.

4. **Application Process**

Summary: The City is working to centralize and automate information as much as possible, including utilizing applicant tracking software (e.g., NeoGov) for personnel-related activities. This makes it easier for HR to track, provide efficiencies, and assists with equitable scoring for applications for internal and external applicants. The City also needs to improve timelines for recruitments. The City is working to centralize and automate information as much as possible, including utilizing applicant tracking software (e.g., NeoGov) for personnel-related activities.

City Proposed Contract Language

PW & OT 6.5.1. Notices of permanent job vacancies within the bargaining unit shall be posted in the applicant tracking software for seven (7) calendar days. Current employees who desire consideration for such openings shall apply within 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 the non-probationary in-house employee shall be selected. Based on qualifications the selection shall be in order as: within city employees (first) then applicants from outside.

Direct Responses to Union's Proposals

Contract Term. The City requests a 4-year contract.

PW 1.1.b - **TA Union Proposal**

PW 1.1.c **Union Notification** - ~~Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in parks and public works, and~~ Within the next pay period after a seasonal/temporary maintenance employee in parks and public works crosses the three hundred forty seven (347) hour threshold, the City shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The City shall promptly notify Local 763 when a seasonal/temporary maintenance employee in parks and public works terminates employment.

OW & OT 1.4. Union Notification - Information to be provided to exclusive bargaining representative by the Employer per RCW 4.56.035. Within thirty (30) days from the date of hire of an employee, the Employer shall forward to the Union the name and address of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment. The Employer shall also notify the Union of all temporary employees hired and their expected employment duration.

2.1 – Summary: It needs to be clear that shop stewards are paid at the bargaining table or in meetings or discussions based on Employer need. All other Union work must be conducted outside of normal working hours and off premises.

City Proposed Contract Language

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 business vital to the employees in the bargaining unit while at the bargaining table and/or requested by 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 cover 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, due to the impact of the operations and/or normal routine of any department. Other Union work must be done as unpaid time.

3.1 - Hours of Work and Alternate Schedules

The types of work schedules have evolved in recent years, and the language no longer matches current practices or payroll system.

City Proposal Package

- a. Work week is amended to be Monday to Sunday
- b. Available work schedules are (subject to departmental needs):
 - i. Standard Schedule: 8-hr days, five days per week
 - ii. 4/10 Schedule: 10-hr days, four days per week
 - iii. Modified 9/80: 9-hr days, four days per week and 4-hr day once per week
- c. Standard hours of work will be based on operational need and whether 30- or 60-minute lunch is preferred meal period.
- d. Changing work schedules requires approval from the department director, as well as notice of at least 2 weeks before effective to allow payroll to inform that employee which week to begin the new schedule based on pay periods.
- e. Remote work is already in the contract.

City Proposed Contract Language

Alternate Workweek – Alternate workweek schedules are defined as a schedule that is different than the standard five (5) eights. The work week is defined as Monday to Sunday. Available alternate work schedules are (subject to departmental 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 work week within a work week is achieved. This must be pre-approved by the department director with a notice of at least two (2) weeks before the schedule is effective. 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's 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.

3.6 – Removal of “pilot” language **(TA Union Proposal)**

3.6.1 – The City's ability to move forward with this proposal will be based on the outcome of overall wage and benefit discussions

4.1 - Overtime – Discussion points around overtime, alternate work schedules and flex.

4.1.1 – Delete as Water Treatment Plant is no longer in operation. **(TA in principle)**

4.1.3 - City proposes leaving the CBA language as-is in 4.1.3 in exchange for striking the language as proposed by the Union in 7.1 below.

4.4.1 – The City's ability to move forward with this economic proposal will be based on the outcome of overall wage and benefit discussions

7.1 – *Summary: It has been heard from staff that the name “floating holidays” can be an inequitable statement and to honor that, we are proposing the renaming of “floating holidays” to “additional leave”. New employees hired before July 1 get the full 16 hours; new employees hired after July 1 but before October 1 get 8 hours. The City is willing to strike the language below in exchange for not adding the “...and comp time” language proposed by the Union in 4.1.3 above.*

City Proposed Contract Language

Employees shall receive eleven (11) paid holidays and two (2) paid floating 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.: 5/8, 4/10, 9/80, 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
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	4 th Friday of November
Christmas Day	December 25 th
Two (2) Additional Leave Days	

8.1 - Update to separate Sick Leave from Vacation Leave to align with state laws that allow sick leave to be accumulated and used after 90 days of employment. The City agrees with removing the calculation portion of the table and the sentence below the table.

City Proposed Contract Language

- Existing leave banks as of December 31, 2025, would be split 50/50 – with 50% into the new Sick Leave bank and the remaining 50% going to a Vacation Leave bank, with up to 200 hours in the Vacation Leave bank to allow for continued accrual through the rest of 2025. Any staff that exceeded 200 hours after the split would have those extra hours added to their Sick Leave bank. Staff would not lose any hours in the split.

CONTEXT ONLY: There are only 2-3 employees that might have 200+ hours in Vacation leave after the 50/50 split, depending on AL plans between now and then.

- Starting January 1, 2026, the new accruals would be:
 - Sick Leave –
 - Regular full-time employees accrue 8 hours per month worked (12 days or 96 hours per year). Hours are prorated for new employees starting or for employees terminating employment mid-month.
 - Part-time or seasonal 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.
 - Hours cannot be cashed out.
 - Employees begin accruing upon employment and can begin using after 90 days of employment, per LNI.
 - Vacation Leave
 - Begin accruing upon full-time employment based on the following:
 - Employees in 1st-4th year – 12 days or 96 hours annually

- Employees in 5th-9th year – 16 days or 128 hours annually
- Employees in 10th- 14th year – 20 days or 160 hours annually
- Employees in 15th-19th year – 23 days or 184 hours annually
- Employees in 20th year and beyond – 25 days or 200 hours annually
- City proposed new chart:

VACATION LEAVE ACCURAL			
YEARS OF SERVICE	DAYS	HOURS	*CREDIT HOURS PER REGULAR HOURS WORKED
0 through 4	12	96	0.07692
5 through 9	16	128	0.09231
10 through 14	20	160	0.1
15 through 19	23	184	0.10769
20 or more	25	200	0.14231

- Part-time employees accrue pro-rated amounts based on hours worked status; seasonals do not accrue vacation leave
- Vacation leave can be used, upon approval, after 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.

8.4 - Bereavement leave includes aunts & uncles and cousins within one generation; days beyond allowed can be given without City Administrator approval but require the use of their available comp time or AL and approval by employee's supervisor/department head

City Proposed Contract Language

Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family," such employee shall be allowed up to **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, **stepchild**, parent, sibling, parent in-laws, **or grandparents, grandchildren, aunts, uncles, or 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 may be taken using compensatory time, sick leave, or vacation leave, with their supervisor's approval.

9.2 & 9.3 to remove dental and vision insurance from NW Administrators and offer from AWC. City's proposed contract language and plan information to be presented at the next session.

9.4 – **REMOVE**. Short-term disability was offered prior to PFML and creates confusion for employees. Most cities no longer offer short-term disability for this reason.

9.8 – *Summary: The decision to look at moving from the Teamsters Pension Trust to the deferred compensation program (DCP) offered by Washington DRS is that many new hires have mentioned that they were not able to truly understand the impacts of the Teamsters Pension Trust amount coming out of their paychecks until they receive the paycheck on the 5th. Many have asked if they can opt out of the pension, but the Teamsters Pension Trust does not allow it. This has been impactful to new and current staff. If staff leave the City before being vested, they must only go to another employer who has the Teamsters' pension (which is limited) to maintain their contributions towards vesting. The DCP plan offers flexibility throughout the year (with plenty of notice) and allows employees to adjust their contributions based on what is right for them. Different employees are in different stages of their careers and should not be held to the same standards. Ex. New employee with young kids might need more money in their pockets now vs. employee who is closer to retirement or have no kids at home might be able to contribute more.*

City Proposed Contract Language

The City will contribute a matching amount of up to one-hundred and twenty dollars (\$120) per month to the deferred compensation program offered through Washington DRS.

9.8.2 - Need to review further

9.10 Revise Paid Family Medical Leave (PFML) the employer/employee split to match state laws, which is what payroll systems are set up to comply with.

City Proposed Contract Language for both PW & OT

Paid Family and Medical Insurance Benefits - Beginning January 1, 2026, ~~with benefits effective January 1, 2020, and onward~~, eligible employees are covered, and ~~premiums are shared between the employee and employer~~ 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.

10.1 – Proposal to come at next meeting.

10.4 – Further discussion needed.

10.10 - Higher Classification Pay. Application when employee is performing the full range of duties for one complete shift. This should also be done on a rotation basis to support growth opportunities for staff and overall succession planning.

City Proposed Contract Language

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 is performing the full range of duties for one complete shift has worked at least four(4) consecutive hours~~ in such assignment. In the absence of the ~~employee Senior Maintenance Worker, the assignment shall be assigned on a rotation basis most senior crew member shall be appointed~~ and compensated at the higher rate of pay.

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.

10.12.1 - Counterproposal

City Proposed Contract Language

For the purpose of Appendix "A", a ~~year~~ shall be the equivalent of ~~two thousand and eighty-hours (2080)~~ hours.

13.1.4 - Counterproposal

City Proposed Contract Language

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 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) ~~first~~ or the Public Employees Relations Committee (PERC). (The List will be the Northwest Region). 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.

15.1 This Agreement shall become effective ~~January 1, 2026~~, and shall remain in full force and effect through ~~December 31, 2029~~.

Appendix A - ~~January 1, 2026~~, through ~~December 31, 2029~~.

A.1 – Need to review classifications table.

A.2. COLA's

Summary: The City needs to be good stewards of taxpayer dollars and achieve a balanced budget. Given the unpredictability of the current economy and financial outlook, as well as extremely limited options for increasing revenues in order to keep pace with the continually increasing expenditures outside of our control, there is very little wiggle room. The City had to delay projects and cut some expenses during the FY25-26 budget process in order to present a budget that met statutory requirements and City policies for reserve levels. Employee salaries

are any organization's single largest expense, and the City cannot financially sustain large COLA's year over year without jeopardizing our ability to keep staffing levels whole. Many of our counterparts are facing deficits and looking at layoffs, furloughs, etc. Inflation has also cooled significantly, with the current June to June CPI-U for Seattle/Tacoma/Bellevue at 2.7%.

City Proposed Contract Language

Effective January 1, 2026, 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 two percent (2%) as follows:

<City will work on an updated salary table with hourly rates reflecting the increase>

A.3 Counterproposal

City Proposed Contract Language

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.

Direct Responses to Union's Proposals – Office Technical

Same as PW, as well as striking 4.6 and its subsections in entirety.