

## AGREEMENT

by and between

CITY OF SNOHOMISH, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing the Public Works Employees)

~~December 26~~ January 1, 2022~~6~~ through December 31, 2025~~8~~

- 1.1 Hold pending response from PERC
- 1.1.b Seasonal/temporary maintenance employees in parks and public works who have worked more than three hundred forty-seven (347) hours, but fewer than eight hundred sixty-six (866) hours in a calendar year, will be covered by the following articles:

Articles 1, 2.2 through 2.3, 3.4, 3.5, 10.3.2, 13 (for contract rights as limited herein) 15, A.3.1, and A.4. **Union maintains initial proposal 11/4/25)**

### 1.1.c CCL (11/4/25)

- 1.4 Union Notification – **As per RCW 4.56.035, within thirty ~~twenty-one~~ (30) ~~21~~ days from the date of hire of a bargaining unit employee, and every 120 days thereafter, the Employer shall forward to the Union the name, ~~and~~ address, contact details and employment details 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. **(Union counter 11/4/25)****

- 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 business vital to the employees in the bargaining unit, including grievance proceedings, while at the bargaining table, and/or requested by the Employer provided: **(Union counter 11/4/25)**

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 or an Employee requesting Union representation, so long as it does not** which in any way interferes with the operation or normal routine of any department. **(Union maintains initial proposal 11/4/25)**

## 2.2 CCL (11/4/25)

3.1 Hours of Work - The work cycle shall consist of seven (7) days (~~Sunday through Saturday~~ **Monday through 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). **(Union TA 11/4/25)**

3.1.1 Alternate Workweek – Alternate workweek schedules ~~offered will be four (4) X ten (10) hour days to be worked within a Monday to Friday work week. The employee may also work four (4) X nine (9) hour days and one (1) four (4) hour day within a Monday to Friday work week. Other alternate workweek schedules that achieve a forty (40) hour work week within a Monday thru Friday work week may also be acceptable with the approval of the Department Manager.~~ **are defined as a schedule that is different than the standard five (5) eights (8's)(i.e. 5/8). Available alternate work schedules are (subject to department needs): four (4) days a week, ten (10) hours a day, (i.e. 4/10); or a modified four (4) days a week, nine (9) hours a day and one (1) day of four (4) hours, (i.e.9/80), 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, unless mutually agreed by the employee and employer, and will begin at the start 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. **In accordance with the City's established policies on remote work, an Employee whose job duties that are not required to be performed at the City's facilities and are not dependent upon the facilities location, may conduct work such as administrative**

**tasks and trainings remotely with prior written approval from their supervisor. Employees must remain available by cell phone, telephone, email or text, during all remote working hours. (Union counter 11/4/25)**

- 3.2 Starting Times - Each employee shall be assigned a regular starting time which shall not be changed without seven (7) calendar days written notice. In the event an employee's regular starting time is changed without seven (7) calendar days written notice, they shall be paid in accordance with the provisions of ARTICLE IV, Section 4.1, Overtime, for all hours worked outside of the employee's normal work schedule until such time as the days of advance notice combined with days worked on the changed schedule equal seven (7) calendar days. The seven (7) calendar notice period and associated payment of overtime wages does not apply to reverting back to the normal work schedule. This Section shall not apply to the classifications of ~~"Water Treatment Plant Operator" nor shall it apply to~~ work assignments of any classification consisting of a single day. **(Union TA 11/4/25)**
- 3.3 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 7:00 a.m. to 3:30 p.m. work day, yet shall not exceed forty (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 forty (40) in a week, in accordance with Article IV 4.1 or 4.3. 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. **(Union TA 11/4/25)**
- 3.6 Standby Duty - Employees who volunteer or assigned for weekly Standby Duty shall be compensated a flat rate of seven hundred twenty-one dollars (\$721.00) for the entire week running from Wednesday evening at the end of the regular shift through the beginning of the regular shift the following Wednesday, ~~during the Pilot Program and the City shall retain the right to revert back to the standby structure as in the CBA effective from December 26, 2018 through December 26, 2022 with no less than thirty (30) day notice to the Union.~~ 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. Employees assigned to Standby Duty are expected to always remain fit for duty. **(City TA 8/5/25)**
- 3.6.1 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 morning following the holiday. An employee who serves Holiday Standby Duty shall be compensated one hundred ~~three~~ **fifty** dollars \$~~103~~**50**.00 for the holiday. **(Union maintains 11/4/25)**

4.1 Overtime - All work performed in excess of eight (8) consecutive hours in one (1) day or forty (40) hours in one (1) week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. **Employees assigned to an alternate work week or flex schedule will earn overtime for all hours worked beyond their regular shift. All overtime shall be approved in advance by employees' supervisor or designee, except in the case of a bonafide emergency.** (Union counter 11/4/25)

4.1.1 ~~For purposes of computing weekly overtime, the Water Treatment Plant Operator's FLSA workweek shall begin on Sunday at 12:00 a.m. and end on Saturday at 11.59 p.m.~~ (Union TA 11/4/25)

Employees not receiving eight (8) hours off since last worked shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay until they receive eight (8) consecutive hours off. ~~Call back shall not be considered as "last worked" for the purpose of this section.~~ (Union maintains 11/4/25)

4.1.3 In computing overtime, all contractual holidays, and annual leave, **and comp time** shall be considered as days worked. **(Union maintains 11/4/25)**

**4.3** **In lieu of paid overtime, employees may request compensatory time or to flex their schedule by leaving early or coming in late on the same day, with advanced approval from their supervisor.** (Union counter 11/4/25)

4.3.1 Compensatory Time - ~~In lieu of paid overtime,~~ **C**ompensatory 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 5<sup>th</sup> paycheck. **(Union TA 11/4/25)**

4.3.2 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. **(Union TA 11/4/25)**

- 4.4.1 WWTP Weekend Standby - Operators on weekend standby will be required to respond to all emergency call outs pertaining to their Department. These Operators may also be called out to assist any other standby personnel as needed. Weekend standby will consist of three (3) days from Friday evening at the end of the regular shift through the beginning of the regular shift on Monday at one hundred and ~~three~~ fifty dollars (\$~~103~~50.00) per day. Wastewater Treatment Plant staff assigned to conduct laboratory sampling and monitoring on Saturdays, Sundays, and Holidays recognized in this Agreement, shall receive two (2) hours of overtime (~~1-1/2~~2). Employees assigned to Standby Duty are expected to always remain fit for duty. **(Union maintains 11/4/25)**

~~If the Employer is operating the Water Treatment Plant, if the regularly scheduled Water Treatment Plant Operator is absent, then the alternate WTPO responding on their regularly scheduled day off or on a holiday to perform laboratory sampling and monitoring shall be compensated two (2) hours of overtime. (Union TA 11/4/25)~~

## 6.5 CCL (11/4/25)

- 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 **and in the applicant tracking software.** ~~Current Present~~ employees who desire consideration for such openings **shall apply using the City's software and shall be given first consideration for the filing the vacancy and shall be filed by the most qualified applicant.** ~~notify the Employer in writing during the seven (7) calendar day period the notice is posted.~~ **(Union counter 11/4/25)**

- 7.1 Employees shall receive ~~eleven~~ twelve (~~14~~2) paid holidays and ~~two~~ three (~~2~~3) paid floating holidays 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~~ **be paid for an employees alternate regular work scheduled hours** (i.e.: 5/8, 4/10, 9/80, etc.). With pre-approval from the department head, employees can use flex time, compensatory time, or annual leave. ~~Holiday hours are not used in the computation of overtime.~~

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	3 <sup>rd</sup> Monday of January

President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Juneteenth	<b><u>19<sup>th</sup> of June</u></b>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving Day	<b><u>4<sup>th</sup> Friday of November</u></b>
<b><u>Christmas Eve</u></b>	<b><u>December 24<sup>th</sup></u></b>
Christmas Day	December 25 <sup>th</sup>
Two— <b><u>Three(23)</u></b> Floating Holidays	

**(Union maintains 11/4/25)**

**8.1 CCL (Union 11/4/25)**

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

ANNUAL PAID LEAVE CREDIT			
YEARS OF SERVICE	DAYS	HOURS	*CREDIT HOURS PER REGULAR HOURS WORKED
0 through 2	<del>20</del> <b>23</b>	<del>160</del> <b>184</b>	0.07692
3 through 4	<del>24</del> <b>25</b>	<del>192</del> <b>200</b>	0.09231
5 through 8	<del>26</del> <b>27</b>	<del>208</del> <b>216</b>	0.1
9 through 11	<del>28</del> <b>29</b>	<del>224</del> <b>232</b>	0.10769
12 through 14	<del>30</del> <b>31</b>	<del>240</del> <b>248</b>	-0.11538
15 through 17	<del>32</del> <b>33</b>	<del>256</del> <b>264</b>	0.12308
18 through 19	<del>34</del> <b>35</b>	<del>272</del> <b>280</b>	0.13077
20 or more	<del>37</del> <b>38</b>	<del>296</del> <b>304</b>	0.14231

~~\*The figure shall be used to calculate earned pro-rata Annual Leave for employees leaving employment.~~ **(Union maintains 11/4/25)**

8.1.2 Annual Paid Leave shall be earned each pay period when the employee is in a paid status, **or on approved medical leave**, ~~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 fifteen (15) minutes. **(Union maintains 11/4/25)**

**8.1.3 CCL (Union maintains 11/4/25)**

8.1.4 CCL (Union maintains 11/4/25)

8.1.5 CCL (Union maintains 11/4/25)

8.1.7 CCL (Union maintains 11/4/25)

8.1.8 CCL (Union maintains 11/4/25)

8.1.9 CCL (Union maintains 11/4/25)

8.1.10 CCL (Union maintains 11/4/25)

8.1.11 CCL (Union maintains 11/4/25)

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 or annual leave, **with their supervisor's approval. (Union counter 11/4/25)**

9.1.1 Medical – ~~Effective January 1, 2023, t~~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. (Union maintains 11/4/25)

9.1.1.1 ~~Effective January 1, 2023, t~~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. (Union maintains 11/4/25)

9.2 CCL (11/4/25)

9.3 CCL (11/4/25)

9.4 CCL (11/4/25)

9.4.1 CCL (11/4/25)

**9.4.2 The Employer shall continue to pay the Employer share of medical premium for the Employee and their dependents premiums while on approved medical leave. (Union maintains 11/4/25)**

9.8 CCL (11/4/25)

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 (1<sup>st</sup>) ~~twenty-five cents~~ **one dollar** (\$0.25**1.00**) per compensable hour. (Check with the bargaining team) **(Union maintains 11/4/25)**

**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 discovering the payroll error. The Employer shall also notify the employee within five (5) business days upon discovering any payroll error.**

**Underpayments - If an underpayment of more than \$100 is confirmed, the Employer shall issue the corrected payment no later than three (3) business days from the date of confirmation. If less than \$100, 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. (Union counter 11/4/25)**

9.10 CCL (11/4/25)

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. (Union TA 11/4/25)**

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. (Union TA 11/4/25)**

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 **or certifications** that develop the employee abilities needed within the job description. **(Union maintains 11/4/25)**

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 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. **Mandatory pre-requisites required to obtain the degree shall constitute as credits earned. Accredited education credits earned prior to employment shall be applied to Educational Incentive Pay once hired.** Once the employee has been approved for the pay, the employee will continue to receive the pay until: **(Union counter 11/4/25)**

- 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: **(Union TA 11/4/25)**

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. **(Union TA 11/4/25)**

10.1.4 ~~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.~~ **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).** (Union TA 11/4/25)

10.3.2 The City will provide seasonal/temporary maintenance employees in parks and public works with access to rain gear, and any other safety required equipment **required to preform their job.**, with the exception of steel toed work boots, which the employee must purchase on their own. **Temporary workers shall receive one (1) pair of boots, one (1) pair of pants, and three (3) shirts.** (Union maintains 11/4/25)

10.4 Safety Shoes - The Employer shall annually pay up to, ~~two~~ **three** hundred fifty dollars (\$~~23~~50.00) for the purchase of safety footwear (shoes or boots) for each employee (Not limited to one (1) pair of shoes/boots). 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).**(Union maintains 11/4/25)**

10.10 **CCL (11/4/25)**

10.10.1 **Higher Classification wages shall be reflective on the Employee's next pay period paycheck.** (Union maintains 11/4/25)

10.12.1 For the purpose of Appendix "A", a month shall be the equivalent of one hundred seventy-three point three **three** (173.**33**) hours. **(Union holds pending further discussion 11/4/25)**

- 10.12.2** **An Employee shall be guaranteed a minimum of 2080 hours per year, however, in the event an employee works greater than 2080 hours, or during a Leap year, the Employer will properly compensate Employees for all hours worked and pay appropriately under Articles 3.1, 3.1.1, 4.1, 9.8.1, Appendix A, and any other relevant Articles. (Union holds pending further discussion 11/4/25)**
- 11.6** **The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this agreement, the Union and the Employer will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules, regulations, or policies related to the employment of noncitizens. (Union maintains 11/4/25)**
- 11.6.1** **The Employer will not penalize the employee for an absence related to any immigration related appointments, interviews or proceedings. Upon request, employees will be granted up to five (5) days unpaid to attend immigration-related matters. If extended leave is required, the Employer will reinstate any employee who was absent from work due to court-related matters or agency proceedings, if they return to work within nine (9) months of their leave. The Employer may request documentation of court or other proceedings, and the employee will not accrue additional leave during this period. (Union maintains 11/4/25)**
- 11.6.2** **The employer will promptly notify the Shop Steward and the Union if the Employer has received a request from DHS, ICE or similar government agency for an employee audit, or has made contact with an employee or has attempted or gained entrance to the workplace. (Union maintains 11/4/25)**
- 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 and/or City policy. 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 if appropriate to the dispute. (Business days are defined as Monday through Friday excluding recognized City holidays). (Union counter 11/4/25)**
- 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. The request for the informal meeting will be in writing 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 Manager of Human Resources in writing in an attempt to resolve the grievance at Step 1. **If the issue is not resolved at the lowest level or they did not have a meeting with their department manager, the Union will file a written grievance no later than ten (10) business days of the informal meeting or date of occurrence of the violation to the department manager. The department manager can request a meeting with the Union and the member but will respond in writing to the Union no later than ten (10) business days from the date of filing.** (Union counter 11/4/25)~~

13.1.2 ~~STEP 2 – **If the grievance is not resolved at Step 1, the Union will escalate to the Human Resources Manager Director, who** (the Union) shall make every effort to resolve the alleged grievance within five (5) calendar **ten (10) business** days. Failure to resolve the alleged grievance within the five (5) calendar **ten (10) business** days 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) ~~who shall rule on the merits of the alleged grievance and respond within ten (10) calendar **business** days.~~ (Union counter 11/4/25)~~

13.1.3 ~~STEP 3 – **If the grievance is not resolved at Step 2, the Union will escalate the grievance to the City Administrator (Union), who 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 **business** days. (Union counter 11/4/25)~~

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) **first, then 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. (Union counter 11/4/25)

15.1 This Agreement shall become effective ~~December 26, 2022~~ **January 1, 2022**, and shall remain in full force and effect through December 31, 2025. **(Union maintains 11/4/25)**

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 "B"  
to the  
**AGREEMENT**  
by and between  
CITY OF SNOHOMISH, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763

(Representing the Public Works Employees)

~~December 26~~ January 1, 20226 through December 31, 20258

THIS APPENDIX FOR DRUG AND ALCOHOL TESTING PROCEDURE is supplemental to the AGREEMENT by and between 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.

The Employer and the Union are in complete agreement to the following:

1. The Employer shall discuss with the Union changes to the Employer's drug and alcohol testing procedure that affect employees.
2. Upon request from the Union, the Employer shall provide information regarding its method of random selection of employees for drug and alcohol testing.
3. The Employer shall provide the Union a list of Substance Abuse Professionals (SAPs) to whom the Employer shall refer employees who have tested positive for drugs or alcohol. If a SAP on that list is unacceptable to the Employer or the Union, the parties will discuss the continued inclusion of that SAP on the list;
4. The employee shall have the opportunity to contact a Union representative prior to drug and alcohol testing, provided that the inability to obtain a Union representative shall not delay the employee from reporting to testing within the prescribed time;
5. Upon request from the Union, the Employer shall provide the identity of the Medical Review Officer (MRO) and evidence of the MRO's training;
6. In the event the split sample is tested at the request of the employee and the second test result is negative, it is the responsibility of the MRO to provide a report to the Employer that reflects a negative test result;

7. The Employer shall provide an employee, who tests positive for drugs and/or alcohol, one chance at rehabilitation, provided the employee enters into an "Agreement for Continuation of Employment" with the Employer;
8. To avoid hardship on the Employer, the contractor who provides for testing services shall sequence by day of the month the names it provides for monthly random testing.

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 "C"  
to the  
**AGREEMENT**  
by and between  
CITY OF SNOHOMISH, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763

(Representing the Public Works Employees)

~~December 26~~January 1, 2022~~6~~ through December 31, 20258

THIS APPENDIX FOR CDL AGREEMENT is supplemental to the AGREEMENT by and between 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.

Commercial Driver's License Expense Agreement

The parties have agreed that employees who participate in Commercial Driver's License (CDL) training at Employer expense shall be required to sign and abide by the terms of the agreement below:

You are scheduled to attend Commercial Driver's License (CDL) training. In accordance with the Public Works Contract, you must complete this CDL Agreement and submit it to your Manager or Supervisor. If you have any questions regarding this agreement, please contact Human Resources.

The City agrees to pay the expenses for you to attend CDL training:

Course: \_\_\_\_\_

Dates of Attendance: \_\_\_\_\_

Total Expense Amount: \$\_\_\_\_\_ (includes registration, tuition, fees, required books and other materials to a maximum of \$\_\_\_\_\_)

In consideration of payment of these expenses, you agree to the following:

If you voluntarily terminate employment with the City of Snohomish prior to completing the course, you will refund the entire amount of the course expenses provided to you. If you voluntarily terminate employment with the City of Snohomish after completion of the course and prior to completing six (6) consecutive months of active employment, you will refund the entire amount of the course expenses provided to you. If you voluntarily

terminate employment with the City of Snohomish after completion of the course and after completing six (6) months of active employment, but prior to completing twenty- four (24) consecutive months of active employment, you will refund a pro-rated share of the total expenses provided to you. The pro-rated amount will be based on the total amount of expenses provided, divided by the percentage of time left in months from twenty-four (24) months that you did not continue employment with the City of Snohomish.

For example: if \$6,000 was paid for the training and the employee voluntarily left employment at:

- 6 months - \$6,000.00 repayment
- 15 months - \$3,000.00 repayment.
- 24 months - \$0 repayment.

This CDL Agreement creates no contract of employment between you and the City of Snohomish. You may terminate your employment with the City of Snohomish at any time, with or without cause.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Manager Name: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

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 Public Works Employees)

~~December 26~~ January 1, 2022~~6~~ through December 31, 2025~~8~~

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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 **Public Works** employees working in job classifications defined in Appendix A, A.1.

Sections 9.8 and 9.8.1 of the parties' 2022-2025-~~2026~~-2028 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 (1<sup>st</sup>) ~~twenty-five cents~~ one dollar (\$0.25 1.00) per compensable hour.

Effective January 1, 2023~~6~~, based on December 2022~~5~~ 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~~6~~-2025~~8~~ 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~~6~~6, based on December 2022~~5~~5 hours, the payroll diversion amount shall be seventy-five cents (\$.75) per compensable hour.
2. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023~~6~~6, based on December 2022~~5~~5 hours, the Employer shall contribute ~~twenty-five cents~~ one dollar (\$0.25 1.00) per compensable hour.
3. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023~~6~~6, based on December 2022~~5~~5 hours, the total contribution made to the Trust Fund by the Employer shall be one dollar and seventy five cents (\$1.~~00~~75) 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 \_\_\_\_\_