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A G R E E M E N T
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~~January 1, 20226 through December 31, 20258

- 1.4 Union Notification - ~~Within thirty~~ **twenty-one (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.
- 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.
- 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. **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.**
- 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. **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.

- 4.3 In computing overtime, all contractual holidays, ~~and~~ annual leave, **and comp time taken** shall be considered as days worked.
- 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~~ **thirty** dollars (\$~~1730.00~~) per evening.
- 4.6.3 Weekly Standby Duty – Employees who work Weekly Standby Duty shall be compensated a flat rate of ~~three seven~~ hundred ~~ten~~ **twenty one** dollars (\$~~310721.00~~) 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.~~ **An employee who serves Holiday Standby Duty shall be compensated one hundred fifty dollars \$150.00 for the holiday.** Employees assigned to Standby Duty are expected to always remain fit for duty.
- 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.
- 7.1 Employees shall receive ~~eleven~~ **twelve** (1~~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 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	
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	
Christmas Eve	December 24th
Christmas Day	December 25 th
Two Three (23) Floating Holidays	

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:

<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 <u>23</u>	160 <u>184</u>	0.07692
3 through 4	24 <u>25</u>	192 <u>200</u>	0.09231
5 through 8	26 <u>27</u>	208 <u>216</u>	0.1
9 through 11	28 <u>29</u>	224 <u>232</u>	0.10769
12 through 14	30 <u>31</u>	240 <u>248</u>	0.11538
15 through 17	32 <u>33</u>	256 <u>264</u>	0.12308
18 through 19	34 <u>35</u>	272 <u>280</u>	0.13077
20 or more	37 <u>38</u>	296 <u>304</u>	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.~~

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 not less than fifteen (15) minutes.

8.1.6 ~~The Employer may deny any leave requests that conflict with the scheduling or work requirements of the Employer.~~ **Notwithstanding Section 8.1.5, the Employer may deny any leave requests that conflict with the scheduling or work requirements of the Employer. The Employer shall make a good faith effort to adjust the work schedule(s) to accommodate leave requests. Once leave is scheduled, the employee will not be required to find a replacement as a condition of taking the scheduled leave.**

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~~ **five (35)** 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, and step-children. Bereavement leave may be approved by the City Administrator beyond the allotted days. Any days beyond the ~~three~~ **five (35)** or ~~five~~ **seven (57)** original days, the employee may use compensatory time or annual leave.

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.**

9.1.1.1 ~~Effective January 1, 2023, the~~ 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 City to Propose

9.3 City to Propose

9.4 City to Propose

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.

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~~ **one dollar** (\$0.25**1.00**) per compensable hour.

9.8.2 Correction of Payroll Errors – In the event it is determined there has been an error in an employee's paycheck, an underpayment will be corrected within three days of discovering the error, and upon written notice an overpayment will be corrected as follows:

A. If the overpayment involved only one paycheck; 1. By payroll deductions spread over two pay periods; or 2. by payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25) per pay period.

C. If an employee separates from the Employer's service before an overpayment is repaid, any remaining amount due the Employer will be deducted from their final paycheck(s).

D. By other means as may be mutually agreed between the Employer and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

9.10 City to Propose

10.1.1 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.

10.1.3 **Education Incentive Pay** – To qualify for the Education Incentive Pay, the employee must have satisfactorily completed the probationary period. The degree and/or credits must be from an accredited college or university, must be job-related, required courses to obtain the 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:

- 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, the following Educational Incentive Pay 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 is non-cumulative, i.e., employees are eligible to receive one or the other, but not both.

10.2.1 Higher Classification wages shall be reflective on the Employee's next pay period paycheck.

10.3.2 For the purposes of Appendix "A", a month shall be the equivalent of one hundred seventy-three point three ~~three~~ **three** (173.33) hours.

10.3.3 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.

10.7 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.

10.7.1 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.

10.7.2 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.

- 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 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) **or the Public Employees Relations Commissions (PERC).** The list will be from 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 ~~December 26, 2022~~ **January 1, 2022** and shall remain in full force and effect through December 31, 2025~~8~~.

APPENDIX "A"

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

<u>CLASSIFICATIONS</u>	<u>PAY GRADE</u>
Senior Utilities Engineer	OT15
Utility Operations Supervisor	OT14
Senior Accountant	OT14
Project Engineer	OT14
<u>Assistant Building Official</u>	<u>OT13</u>
Planner	OT13
<u>Vacant</u>	<u>OT12</u>
<u>Code Enforcement Officer</u>	<u>OT11-3</u>
<u>NPDES Coordinator</u>	<u>OT11</u>
Associate Planner	OT11
Senior Engineering Technician	OT11
Engineering Specialist	OT11
<u>GIS Specialist</u>	<u>OT11</u>
<u>Project Coordinator</u>	<u>OT11</u>
Assistant Planner	OT10-5
Accountant	OT10
Field Engineering Technician	OT10
<u>Utility Billing and Accounts Payable</u>	
<u>Technician</u>	<u>OT9-2</u>
Engineering Technician	OT09
GIS/Permit Technician	OT09
Permit Coordinator/GIS Technician	OT09
Permit Coordinator	OT08-7
Accounting Technician II	OT08-5
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

	<u>CLASSIFICATIONS</u>	<u>PAY GRADE</u>
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,~~ **after completion of an employee's fourth (4th) step, Pay Grade OT04,** 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.2 Effective ~~December 26,~~**January 1, 2022**~~6,~~ the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by ~~six~~ **ten** percent (~~6~~**10**%). ~~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:~~

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>Pay Grade</u>	<u>12m</u>	<u>12m</u>	<u>12m</u>	<u>12m</u>	<u>12m</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
<u>OT8-5</u>						
<u>OT8-7</u>						
OT09	\$4,869	\$5,123	\$5,394	\$5,678	\$5,977	\$6,291
<u>OT9-2</u>						
OT10	\$5,234	\$5,509	\$5,800	\$6,104	\$6,424	\$6,763
<u>OT10-5</u>						
OT11	\$5,624	\$5,922	\$6,234	\$6,561	\$6,907	\$7,270
<u>OT11-3</u>						
OT12	\$6,048	\$6,366	\$6,701	\$7,053	\$7,426	\$7,817
<u>OT13</u>						
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.4 Effective January 1, 2024~~7,~~ and effective each subsequent year of this Agreement, the monthly rates of pay for each pay grade for classifications covered by this Agreement, 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~~ **six** percent (~~3~~**6**.0%). 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.~~

A.4.1 **Effective January 1, 2028, the monthly rates of pay for each pay grade for classifications covered by this Agreement, 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 four percent (4%) or more than six percent (6.0%). 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.**

A.4.1.2 **Market Wage Adjustment - Effective January 1, 2026, all classifications represented in this collective bargaining agreement will receive a three percent (3%) market rate adjustment in addition to the annual wage adjustments.**

A.4.1.3 **As per the approved Resolution 1453 to City Council, the Employer shall complete a comprehensive wage study in 2026, to be implemented on January 1, 2027, for all classifications within the Office Technical and Public Works collective bargaining agreements and to remain between ninety percent (90%) and ninety five percent (95%) of market high**

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.

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

This Memorandum of Agreement concerning Sections 9.8 and 9.8.1, Western Conference of Teamsters Pension Plan, is supplemental to the ~~20226-20258~~ 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' ~~20226-20258~~ 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~~ **one dollar** (\$0.~~25~~1.00) per compensable hour.

Effective January 1, 20236, based on December 20225 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 ~~20226-20258~~ 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, 20236, based on December 20225 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, 20236, based on December 20225 hours, the Employer shall contribute ~~twenty five cents~~ **one dollar** (\$~~.25~~1.00) per compensable hour.
3. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 20236, based on December 20225 hours, the total contribution made to

the Trust Fund by the Employer shall be ~~one~~two dollars and ~~five~~twenty five cents (\$~~1.50~~2.25) 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 _____