

**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.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.
- 1.4 Union Notification - Within ~~thirty~~ twenty-one (2021) 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 business vital to the employees in the bargaining unit, 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 which in any way interferes with the operation or normal routine of any department.
- 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. (i.e. 5/8, 4/10, 9/80, etc.) 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.

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 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.**

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.

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.

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.**

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.

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.~~

4.1.3 In computing overtime, all contractual holidays, ~~and~~ annual leave, **and comp time** shall be considered as days worked.

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.

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.

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	
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>Christmas Eve</b>	<b>December 24<sup>th</sup></b>
Christmas Day	December 25 <sup>th</sup>
<del>Two</del> <b>Three</b> ( <del>2</del> <b>3</b> ) 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:

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>	<del>0.07692</del>
3 through 4	<del>24</del> <b>25</b>	<del>192</del> <b>200</b>	<del>0.09231</del>
5 through 8	<del>26</del> <b>27</b>	<del>208</del> <b>216</b>	<del>0.1</del>
9 through 11	<del>28</del> <b>29</b>	<del>224</del> <b>232</b>	<del>0.10769</del>
12 through 14	<del>30</del> <b>31</b>	<del>240</del> <b>248</b>	<del>0.11538</del>
15 through 17	<del>32</del> <b>33</b>	<del>256</del> <b>264</b>	<del>0.12308</del>

18 through 19	<del>3435</del>	<del>272280</del>	0.13077
20 or more	<del>3738</del>	<del>296304</del>	0.14231

\*The figure shall be used to calculate earned pro-rata Annual Leave for employees leaving employment.

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.

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, 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.

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 (1<sup>st</sup>) ~~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.

- 10.3.2 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.**
- 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).
- 10.10.1 **Higher Classification wages shall be reflective on the Employee's next pay period paycheck.**
- 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.
- 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.**
- 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.**
- 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.**
- 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.**

- 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 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 ~~December 26, 2022~~ **January 1, 2022**, and shall remain in full force and effect through December 31, 20258.

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"

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

A.1 Effective ~~December 26~~January 1, 2022~~6~~, 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>
Vacant	<del>PW14</del> <u>2</u>
Building/Fire Official	<del>PW10</del> <u>2</u>
<b><u>Vacant</u></b>	<b><u>PW11</u></b>
<b><u>Wastewater Treatment Plant Operator III</u></b>	<b><u>PW10</u></b>
Vacant	PW09
<b><u>Wastewater Treatment Plant Operator II</u></b>	<b><u>PW09</u></b>
Division Lead	<del>PW08</del> <u>9</u>
Water Quality Control Specialist	<del>PW07</del> <u>9</u>
<del>Senior Water Treatment Plant Operator</del>	<del>PW08</del>
<del>Senior Wastewater Treatment Plant Operator</del>	<del>PW08</del>
<del>Mechanic</del>	<del>PW07</del>
Water Treatment Plant Operator I	<del>PW07</del> <u>8</u>
Assistant WWTP Operator/Lab Technician	<del>PW07</del>
Wastewater Lab Technician/Assistant Plant Operator	<del>PW07</del>
Water Quality Control Specialist	<del>PW07</del>
<b><u>Mechanic</u></b>	<b><u>PW07</u></b>
<del>Senior Maintenance Worker</del>	<del>PW06</del>
Inventory Control Specialist	<del>PW06</del> <u>7</u>
<b><u>Senior Maintenance Worker</u></b>	<b><u>PW06</u></b>
Facilities Maintenance Specialist	<del>PW06</del>
*Maintenance Worker II	<del>PW05</del>
*Maintenance Worker I	<del>PW04</del>
<b><u>Facilities Maintenance Technician</u></b>	<b><u>PW03</u></b>
Vacant	<del>PW03</del>
Vacant	<del>PW02</del>

\*Maintenance Worker I employees, ~~Pay Grade PW04~~, shall proceed along the Pay Step progression, until the completion of their fourth (4<sup>th</sup>) year of employment with the Employer. Beginning with their fifth (5<sup>th</sup>) year of employment, **after completion of an employee's fourth (4<sup>th</sup>) step Pay Grade PWO4**, employees in the Maintenance Worker I classification shall be promoted to the Maintenance Worker II classification, Pay Grade PW05, and shall proceed along the pay step progression.

**\*Maintenance Worker II employees, after completion of an employee's tenth (10th) year of service, shall be promoted to a Senior Maintenance Worker, Pay Grade PW06, 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:

Pay Grade	STEP 1 12m	STEP 2 12m	STEP 3 12m	STEP 4 12m	STEP 5 12m	STEP 6 12
PW02	\$3,877	\$4,082	\$4,296	\$4,523	\$4,762	\$5,013
PW03	\$4,170	\$4,389	\$4,619	\$4,862	\$5,117	\$5,387
PW04	\$4,482	\$4,717	\$4,965	\$5,227	\$5,502	\$5,790
PW05	\$4,816	\$5,071	\$5,337	\$5,618	\$5,914	\$6,225
PW06	\$5,178	\$5,453	\$5,737	\$6,041	\$6,358	\$6,692
PW07	\$5,566	\$5,860	\$6,169	\$6,492	\$6,834	\$7,194
PW08	\$5,984	\$6,299	\$6,631	\$6,981	\$7,348	\$7,733
PW09	\$6,432	\$6,771	\$7,127	\$7,503	\$7,898	\$8,314
PW10	\$6,916	\$7,278	\$7,663	\$8,066	\$8,490	\$8,938
PW11	\$7,433	\$7,824	\$8,238	\$8,670	\$9,126	\$9,607
<b>PW12</b>	<b>8151</b>	<b>8578</b>	<b>9031</b>	<b>9507</b>	<b>10007</b>	<b>10535</b>

A.4 ~~Effective January 1, 2024<sup>7</sup>, 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 ~~six~~ percent (3~~6~~%). 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, 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 four percent (4%) or more than six percent (6%). 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.6 Certification Pay – All employees ~~hired on or before December 25, 2022~~, shall be eligible to receive monthly Certification Pay in addition to their monthly rates of pay for completion of certificates in approved fields of job related studies as follows:

<u>CERTIFICATES</u>	<u>MONTHLY AMOUNT</u>
Pesticide	\$50.00
Water Distribution Manager I	\$50.00
Water Distribution Manager II	\$50.00
Cross Connection Control Manager	\$50.00
Wastewater Treatment Plant Operator	\$50.00
Water Treatment Plant Operator	\$50.00
Wastewater Collection Specialist I	\$50.00
Wastewater Collection Specialist II	\$50.00
International Municipal Signals (IMSA) Level III	\$50.00
Master Mechanic	\$50.00
Playground Safety Inspection	\$50.00

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, 2022~~6~~ 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 ~~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, 2023~~6~~, based on December 2022~~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~~, based on December 2022~~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~~, based on December 2022~~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 \_\_\_\_\_