

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, 2022 through December 31, 2025

TABLE OF CONTENTS

ARTICLE I	RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION.....	1
ARTICLE II	UNION RIGHTS AND NON-DISCRIMINATION	3
ARTICLE III	HOURS OF WORK.....	4
ARTICLE IV	OVERTIME AND CALLBACK.....	5
ARTICLE V	WAGES	7
ARTICLE VI	PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES	7
ARTICLE VII	HOLIDAYS.....	9
ARTICLE VIII	LEAVES.....	10
ARTICLE IX	HEALTH AND WELFARE	13
ARTICLE X	MISCELLANEOUS	15
ARTICLE XI	EMPLOYER RIGHTS.....	18
ARTICLE XII	WARNING NOTICE	19
ARTICLE XIII	GRIEVANCE PROCEDURE	20
ARTICLE XIV	SEPARABILITY AND SAVINGS	21
ARTICLE XV	DURATION.....	21
APPENDIX "A"	CLASSIFICATIONS AND RATES OF PAY.....	22
APPENDIX "B"	DRUG AND ALCOHOL TESTING.....	25
APPENDIX "C"	COMMERCIAL DRIVER'S LICENSE EXPENSE AGREEMENT	27
MEMORANDUM OF AGREEMENT-WESTERN CONFERENCE OF TEAMSTERS PENSION		29

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

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

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

1.1.a The City will hire seasonal/temporary maintenance employees in parks and public works based on need, primarily for the period of March through October. The City, however, reserves the right to hire and manage workforce based on operational needs throughout the year. The City will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in parks and public works based solely on that worker reaching the three hundred forty-seven (347) threshold and/or higher pay scale. The City may hire seasonal/temporary maintenance employees in parks and public works with the expectation that they will not work more than 866 hours in a calendar year.

For purposes of this Agreement, a "seasonal/temporary maintenance employee in parks and public works" is defined as an individual employed for less than eight hundred sixty-six (866) hours in a calendar year. In the event that such an individual is employed for more than three hundred forty-seven (347) hours in a calendar year, the employee shall become a limited member of the bargaining unit, and will be entitled to a rate of pay as outlined in Appendix A, but will only have those benefits specifically outlined in 1.1.b. Upon reaching eight hundred sixty-six (866) hours in a calendar year, the employee shall be covered by this collective bargaining agreement as a regular employee.

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, 13 (for contract rights as limited herein) 15, A.3.1, and A.4.

- 1.1.c Union Notification - Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in parks and public works, and within the next pay period after a seasonal/temporary maintenance employee in parks and public works crosses the three hundred forty seven (347) hour threshold, the City shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The City shall promptly notify Local 763 when a seasonal/temporary maintenance employee in parks and public works terminates employment.
- 1.1.1 A "temporary employee" is defined as an individual employed for less than eight hundred sixty-six (866) hours in a calendar year. The employer may only utilize temporary employees to supplement the regular full-time work force and shall not utilize a temporary employee to supplant a regular full-time employee except for the replacement of a regular employee absent for any reason when the employee is expected to return.
- 1.1.2 The Employer may institute an available pool of temporary employees which shall be used to augment the regular workforce during such short-term irregular periods of time that the workload dictates the need for additional help. The provisions of Section 1.1.1 shall dictate the terms of longevity for temporary employees.
- 1.1.2.1 The Union reserves the right to review the work history and/or schedules of temporary employees to ensure that said employees are not being used to supplant the hiring of regular employees.
- 1.1.2.2 This Section is not intended to change the Employer's practice of using seasonal employees.
- 1.1.3 An "exempt employee" shall be defined as a management employee having significant responsibilities for formulating and administering Employer policies and programs, including Department Heads; and any employees having authority to layoff, recall and discharge other employees if in connection with the foregoing, the exercise of such authority is not merely of routine or clerical nature but requires the use of independent judgment such as those employees holding the rank of Manager or above.
- 1.2 Union Membership - The Employer agrees to notify the Union with as much advance notice as reasonably practicable of any new employees hired into the bargaining unit. Within the first ninety (90) days of employment, the Union will be allowed no less than thirty (30) minutes but not more than one (1) hour to meet with new employees to discuss Union membership on the Employer's time. Such meetings shall be optional for employees.
- 1.3 Payroll Deduction - For such employees of the Employer as individually and voluntarily certify in writing that they authorize such deduction, the Employer shall deduct from the first paycheck of each month the Union dues, in an amount not to exceed the Union provisions in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

- 1.4 Union Notification - Within thirty (30) days from the date of hire of an employee, the Employer shall forward to the Union the name and address of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment. The Employer shall also notify the Union of all temporary employees hired and their expected employment duration.

ARTICLE II UNION RIGHTS AND NON-DISCRIMINATION

- 2.1 Union Officials Time-Off - A Union official who is an employee in the bargaining unit (Shop Steward and/or a member of the Negotiating Committee) shall be granted 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.

- 2.1.1 The Employer also agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided five (5) working days written notice is given to the Employer by the Union, specifying length of time off. The Employer agrees requests received according to this section will be granted, provided remaining staff are sufficient to adequately provide for City services without limitations.

- 2.1.2 With at least ten (10) working days advance notice, a Union member who is elected or appointed to serve the Membership as a Representative, Delegate, or Alternate Delegate of the Local Union to any official proceedings, meetings, or conferences of or with the Union, Joint Council 28, or the International Union (IBT) will be granted a short-term (ten (10) work days or less) leave of absence to allow participation, without discrimination or loss of seniority rights, and without pay from the Employer. The Union agrees leave requests will not be for subject matter which is adverse to the Employer nor will said leave request create a financial hardship to the Employer in excess of those operational costs normally associated with Employee leave usage.

- 2.2 Non-Discrimination - No employee shall be discriminated against for upholding Union principles and any employee who works under instruction of the Union, or who serves on a committee, shall not lose their job or be discriminated against for this reason, providing such activities do not interfere with the employee's duties.

2.2.1 The Employer and the Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination.

2.3 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board. Postings by the Union on such board shall be confined to official business of the Union.

ARTICLE III HOURS OF WORK

3.1 Hours of Work - The work cycle shall consist of seven (7) days (Sunday through Saturday) and the workweek shall consist of five (5) consecutive days of eight (8) consecutive hours excluding the meal period; provided however, such workweek may be altered by mutual agreement of the Employer and the employee but in no event to exceed forty (40) hours in one (1) week unless time and one-half (1-1/2) is paid for hours worked beyond forty (40).

3.1.1 Alternate Workweek – 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. 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.

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.

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 notice to the affected employee.

3.4 Rest Periods - Employees shall receive one (1) fifteen (15) minute rest period on the Employer's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the mid-point of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. If the employee leaves the job site the fifteen (15) minute rest period shall include travel time to and from the job site.

3.5 Meal Periods - Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and which shall generally begin between the third (3rd) and fifth (5th) hour of the work shift. With mutual agreement employees are permitted to waive their meal pursuant to the City's Meal Break Waiver form.

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 dollars \$103.00 for the holiday.

3.6.2 Employees on Standby Duty shall carry an Employer cellular phone at all times and the employee's travel shall be limited to the range of the cellular phone with the understanding that the employees must be reasonably available (one (1) hour) to respond to a callback.

3.6.3 Employees on Standby Duty who are called out shall be compensated at a minimum of three (3) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay which shall be in addition to the Standby Duty allowance.

ARTICLE IV OVERTIME AND CALLBACK

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.

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.

4.1.2 Overtime shall be paid for in increments of fifteen (15) minutes, rounded up with the incremental periods of eight (8) or more minutes and rounded down with incremental periods of seven (7) or less minutes. Overtime shall require authorization by the employees' manager or their designee.

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

4.2 Overtime Assignments - All extra work and overtime shall be offered in order of seniority subject to qualifications. Should there be insufficient volunteers; assignment shall be made by inverse seniority, provided that the less senior employee is qualified to perform the required task.

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

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

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

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 dollars (\$103.00) 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 ½). 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.

4.4.2 SCADA Alarms - All alarms shall go to the designated personnel seven (7) days per week. For alarms received after hours, the employee shall receive thirty (30) minutes at one and one half (1 ½) times their regular straight time hourly rate of pay for each after hours SCADA Alarm received, provided that multiple calls within the same half (1/2) hour are considered one call.

4.4.3 Facilities Alarms – All evening and weekend alarms go to Standby following clearance by law enforcement as appropriate.

ARTICLE V WAGES

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

5.1.1 Maintenance of Standards - Any and all wages shall be maintained at not less than the highest standards in effect at the time of signing this Agreement.

ARTICLE VI PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

6.1 Probation Period - New employees shall be subject to a six (6) month probation period commencing with their date of hire. During this period such employees shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer. In lieu of termination, the Employer may request an extension of the probation period to further evaluate the employee's performance.

6.1.1 The Employer shall not discharge or discipline a probationary employee for protected Union activity.

6.1.2 Discharge of an employee during their probation period shall not be subject to the grievance procedure.

6.1.3 Upon satisfactory completion of the probation period, the employee shall be entered on the seniority list as of their original date of hire.

6.1.4 Promotion/Transfer - Promoted or transferred employees shall serve a six (6) month trial period.

6.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work with the Employer in a position covered by either the Public Works or Office Technical Collective Bargaining Agreements.

- 6.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:
- Justifiable discharge;
 - Voluntary quit;
 - Layoff or leave of absence exceeding eighteen (18) months;
 - Occupational injury/illness with absences exceeding eighteen (18) months;
 - Non-Occupational injury/illness exceeding twelve (12) months.
- 6.2.2 In layoff, recall and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and their ability to perform the duties required in the job. In applying this provision it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.
- 6.2.3 On July 1st of each year, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, their present classification, their date of hire and their present rate of pay.
- 6.3 Layoff - In case of a layoff, the employer will determine which workforce needs to be reduced and the employee with the shortest amount of continuous service in said workforce subject to reduction shall be laid off first provided those remaining on the job can provide efficient operations (i.e. those employees remaining on the job are fully qualified to perform the remaining work). The Employer shall provide an employee subject to layoff with at least thirty (30) calendar days advance notification prior to layoff. An employee designated for layoff may bump a less senior employee in another classification for which they are qualified which is equal to or lower in pay grade (qualified means meets the minimum requirement of the current Job Description). An employee who chooses to exercise the right to displace another employee with lesser seniority shall provide the City with notice of their intent to bump within two (2) weeks of receipt of notice of layoff. The employee bumped shall have the same right to bump a less senior employee, *ad infinitum*. If a certification or license is needed by the employee bumping into a different position, that employee shall have six (6) months to acquire the necessary certification or license.
- 6.4 Recall - In the case of recall, those employees laid off last shall be recalled first provided those employees recalled to the job can provide efficient operations (i.e. those employees remaining on the job are fully qualified to perform the remaining work). An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where they can be contacted.
- 6.4.1 When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within seven (7) calendar days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after they have been on

continuous layoff for a period of eighteen (18) months. Should an employee not return to work when recalled, the Employer shall have no further obligation to recall him.

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

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

6.5.1 Notices of permanent job vacancies within the bargaining unit shall be posted on the bulletin board for seven (7) calendar days at the shop. Present employees who desire consideration for such openings shall notify the Employer in writing during the seven (7) calendar day period the notice is posted.

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

ARTICLE VII HOLIDAYS

7.1 Employees shall receive eleven (11) paid holidays and two (2) 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 alternate work schedule (i.e.: 4/10, 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
President's 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
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	
Christmas Day	December 25 th
Two (2) Floating Holidays	

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

ARTICLE VIII LEAVES

- 8.1 Annual Paid Leave - Annual Paid Leave is compensated time off for employees who are absent from duty because of illness, injury, death in the family or household, medical or dental care appointments, personal business, or personal vacation.
- 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	20	160	0.07692
3 through 4	24	192	0.09231
5 through 8	26	208	0.1
9 through 11	28	224	0.10769
12 through 14	30	240	0.11538
15 through 17	32	256	0.12308
18 through 19	34	272	0.13077
20 or more	37	296	0.14231

*The 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, 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.
- 8.1.3 Employees may request between one (1) hour and the equivalent of one (1) full workday hours of Annual Paid Leave by notifying the Department Head or his designee within an hour of their regular starting time for illness or other unforeseen situation, or at least one (1) day from the beginning of the Annual Paid Leave for other situations.
- 8.1.4 Employees may request Annual Paid Leave for continuous periods of eight (8) to twenty-four (24) hours by making written application on a form provided by the Employer to the Department Head no later than the end of the previous working day.
- 8.1.5 Annual Paid Leave requests exceeding twenty-four (24) hours shall be applied for in writing by January 30th. In the event of conflicting requests for the same leave period, seniority shall be the determining factor, in accordance with Section 8.1.6. The Department Heads shall post an Annual Paid Leave schedule by February 15th. Any requests submitted after January 30th shall be granted on a first-come first-serve basis. Beginning June 1st and ending June 30th, employees may apply in writing for any remaining (unscheduled as of June 1st and available) leave opportunities. In the event of conflicting requests for the same leave period, seniority shall be the determining factor in accordance with Section 8.1.6. Any requests submitted after June 30th for remaining days shall be granted on a first-come first-serve basis.
- 8.1.6 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.
- 8.1.7 Employees are responsible for requesting and scheduling their allotment of Annual Paid Leave away from work. Once Annual Paid Leave is scheduled, the employee shall be permitted to be absent as scheduled, except for a City emergency. Up to eighty (80) hours of accumulated leave credit may be carried over from one year to the next. If an employee has been denied the time to use Annual Paid Leave before its expiration date, credit shall be accrued above the eighty (80) hour annual carryover limit. At an employee's request the employer may buy down the Annual Paid Leave bank hours of an employee. Employees may carry over eighty (80) hours of Annual Paid Leave yearly and there shall be no cap on total carry over bank hours an employee may accrue. Upon termination or retirement, employees shall be paid for all unused Annual Paid Leave up to two hundred forty (240) hours, any amount above two hundred forty (240) hours shall be forfeited.

8.1.8 The maximum number of hours of Annual Paid Leave an employee is eligible to use in any year shall be the total of the following:

- The total carry-over accumulation from previous year;
- Those hours accrued to date during the current year.

8.1.9 Annual Leave Sharing – Employees, at their option, may contribute carry over leave to other employees suffering disabilities as provided for in the City’s Annual Leave Policy.

8.1.10 Family Care Leave – Employees may, in addition to their personal illness or injury, use Annual Paid Leave to care for their spouse, children, or parents when such person is incapacitated and requires the personal supervision or treatment by the employee. All employees are entitled to use paid leave as stated in the Federal and Family Medical Leave Act (FMLA) and the Washington State Family Care Leave Law. (See the City Policy)

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

8.1.11 Worker's Compensation - In a case in which an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, such as the State Worker's Compensation Act or similar legislation of the State of Washington or any other government unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act by such employee and their regular rate of compensation that they would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated Annual Paid Leave as here and above specified.

8.2 Jury Leave - An employee who is required to serve on a jury or as a result of official Public Works Department duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. If employees have sufficient time to work one-half (1/2) day or more, they shall call their supervisor and ask if they should report to work for the balance of that day, (if their supervisor is not available, the employee shall report to work).

8.3 Leave of Absence - If authorized by the Employer, regular employees may take up to three hundred sixty-five (365) days leave of absence without pay. An employee shall not accrue seniority benefits during a leave of absence.

8.3.1 An employee who takes an unauthorized leave of absence from their job duties shall be subject to an investigation by the Employer. An employee found to have taken such an unauthorized leave may be charged with job abandonment and subject to immediate termination or disciplinary action.

- 8.4 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family," such employee shall be allowed up to three (3) 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 (3) or five (5) original days, the employee may use compensatory time or annual leave.

ARTICLE IX HEALTH AND WELFARE

- 9.1 Medical Insurance – The Employer shall provide the following medical coverage for all employees and their dependents:
- 9.1.1 Medical – Effective January 1, 2023, the Employer shall maintain the present level of benefits available through the Association of Washington Cities Trust; the Plans offered are AWC HealthFirst 250, Kaiser (\$200), Kaiser PPO, and a HSA/FSA option.
- 9.1.1.1 Effective January 1, 2023, the employer shall pay one hundred percent (100%) of those premiums for employees and ninety percent (90%) for their dependents enrolled in the Employer's sponsored Medical Plans identified in Section 9.1.1.
- 9.2 Dental – The Employer shall contribute the sum necessary to maintain coverage on a monthly basis to the Washington Teamster Welfare Trust Plan "A" for each employee in the bargaining unit who was compensated for forty (40) hours or more during the preceding month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.
- 9.3 Vision Insurance – The Employer shall contribute the sum necessary to maintain coverage on a monthly basis to the Washington Teamster Welfare Trust Vision Plan "EXT" for each employee in the bargaining unit who was compensated for forty (40) hours or more during the preceding month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of such contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.
- 9.3.1 Both the employee and their immediate family dependents are eligible for Dental and Vision benefits, as provided for in Sections 9.2 and 9.3.
- 9.4 Short-Term Disability Insurance - The Employer shall provide at no cost to the employee disability insurance to maintain the employee's salary at no less than sixty percent (60%) of the employee's regular pay, for the period commencing with

the thirty-first (31st) working day following the first day of absence for any disability up to and including the one hundred eightieth (180th) working day from the employee's first day of absence for said disability. This benefit shall only apply to non-job related injury or illness. To be eligible for this benefit, employees must be medically incapacitated from performing any work for the City and shall not be eligible if they refuse a bona fide offer of work accommodation or revision that has been approved by their treating physician.

- 9.4.1 The Employer shall, at the option of the employee, compensate the employee out of his accrued Annual Paid Leave that amount which shall provide for one hundred percent (100%) of the employee's regular pay when the employee is off work and on Short-Term Disability Insurance.
- 9.5 Life Insurance – The Employer shall pay each month to the authorized insurance agency (Standard Life) the premium amount for a thirty-thousand dollars (\$30,000) term life insurance policy for each employee of the bargaining unit.
- 9.6 Long-Term Disability Insurance - The Employer shall, at no cost to the employees, provide a Long Term Disability Insurance Plan. The Employer's obligation is solely to pay the required premiums provided by the Association of Washington Cities (AWC) Trust and in accordance with the provisions of the Plan. The Long Term Disability coverage shall commence on the one hundred eighty first (181st) calendar day from the employee's first day of absence. Such Long Term Disability Plan shall provide for at least sixty percent (60%) of the employee's regular pay. The Employer's financial obligation is solely to pay the required premium of the Plan.
- 9.7 Pensions - The Employer and the employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.
- 9.8 The bargaining unit shall have the right to elect to participate in the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit. The Employer's contributions to the Trust on behalf of the bargaining unit shall be funded with employee pre-tax payroll diversions.
- 9.8.1 Pursuant to Section 9.8, if Employees elect as a bargaining unit to participate in the Western Conference of Teamsters Pension Trust Fund, the Employer agrees to match the bargaining unit's elected pre-tax diversion up to the first (1st) twenty-five cents (\$0.25) per compensable hour.
- 9.9 If an employee employed on or before December 25, 2022, chooses not to cover some/or all of their dependents (including spouse) under the medical, dental and/or vision plan, the City will reimburse the employee fifty percent (50%) of the city's premium cost providing the employee's dependents have coverage.
- 9.10 Paid Family and Medical Insurance Benefits – Beginning January 1, 2019, with benefits effective January 1, 2020, and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Employee premiums shall be shared by the Employer on the basis of a fifty percent (50%) – fifty percent (50%) split.

ARTICLE X MISCELLANEOUS

10.1 Training and Development - Upon satisfactory, completion ("C" grade or higher) of each class in a pre-approved field of study that is job related, the Employer shall reimburse the employee the cost of tuition, fees and books for that term, if it is determined to be in the budget at the time of pre-approval.

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

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

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

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 that develop the employee abilities needed within the job description.

10.1.2 All requested courses shall require prior Employer approval.

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. 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.

- 10.1.4 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.
- 10.1.5 Trainings that occur away from the Employer's worksite that are outside of Snohomish County, the employees shall receive the meal stipends following the General Services Administration guidelines (Per Diem Rates GSA).
- 10.2 Safety Equipment and Standards - The Employer shall furnish and maintain appropriate rain gear, hip boots, safety goggles, hard hats, and work gloves as necessary to all employees covered by this Agreement. Such equipment shall remain the property of the Employer. An employee not wearing such safety equipment when required or not following State or Federal law may be subject to disciplinary action as deemed appropriate by the department head involved.
- 10.2.1 Employees safety standards, employee accident reviews and such other employee safety matters which promote the reduction and/or prevention of employee injuries, illness or on-the-job hazards shall be the duty of a safety and health committee as established in accordance with State rules and regulations.
- 10.2.2 The Employer shall comply with all WISHA standards and any other normal safety standards that apply to the work of the bargaining unit.
- 10.2.3 Vehicle Safety - The employer shall comply with all local, state and federal laws, regulations and standards regarding the safe operating condition of all vehicles and equipment to insure the safety of all employees and the public.
- 10.3 Uniforms - The Employer shall continue to furnish on an as needed basis and, as it has in the past, but at least annually, to each employee at least five (5) uniform changes consisting of five (5) pairs of pants, five (5) tee shirts, five (5) long sleeved shirts, coveralls, jacket, hats and a winter coat or vest, all in styles and colors to be approved by the Employer following consultation with the employees. Employees shall be responsible for cleaning and maintaining their uniforms. The employer shall replace worn out or damaged clothing as needed on a quartermaster system, provided that damage beyond normal wear and tear shall be the responsibility of the Employee.
- 10.3.1 Employees shall wear uniform clothing or devices supplied by the Employer only during scheduled working hours and to and from work.
- 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, with the exception of steel toed work boots, which the employee must purchase on their own.
- 10.4 Safety Shoes - The Employer shall annually pay up to, two hundred fifty dollars (\$250.00) 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).

- 10.5 Classes - Each member of the bargaining unit shall be provided with the opportunity to attend a first-aid class, defensive driving class and flagman's school, all of which shall be provided by the Employer on the Employer's time.
- 10.6 Communication Equipment - Communication equipment shall be provided by the Employer. All provisions for employee safety shall be in accordance with both State and Federal Safety rules.
- 10.7 Showers - Showers shall be provided for those employees working with sewers, with toxic materials or organic substances.
- 10.8 Work Stoppages - The Union shall not authorize, call, engage in, encourage, assist or condone, in any manner, any employee strike, work stoppage, slowdown, "sick-in" or any other concerted refusal to work by employees or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of the services of the Employer.
- 10.9 Lockouts - The Employer shall not authorize, call, encourage, condone, engage in, or assist in any lockout of its employees during the life of this Agreement.
- 10.10 Higher Classification - In the event an employee is assigned or works in a higher classification than that to which they are regularly assigned, they shall be paid at Step A in the higher classification worked or an additional five percent (5%) of their base wage whichever is greater, provided the employee has worked at least four (4) consecutive hours in such assignment. In the absence of the Senior Maintenance Worker, the most senior crew member shall be appointed and compensated at the higher rate of pay.

Employees shall receive not less than five percent (5%) of their hourly straight-time rate or paid at Step A in the higher classification while assigned, in writing, to act in the capacity of a non-unit management employee with greater earnings than the unit employee. If assigned to act for a non-unit management employee with less earnings, the bargaining unit employee's rate of pay shall not be reduced. Employees acting in this capacity shall receive the increased pay after the fourth (4th) hour in such capacity when assigned by management.

- 10.11 Entire Agreement - The purpose of the Employer and the Union in entering into this Agreement is to set forth their entire Agreement with regard to wages, hours and working conditions so as to promote efficient operations; the morale and security of employees covered by this Labor Agreement; and harmonious relations, giving full recognition to the rights and responsibilities of the Employer, the Union and the employees.
- 10.12 A regular part-time employee (but not a temporary employee), who works eighty (80) hours or more per month shall receive fringe benefits on the same basis as a full-time employee. A part-time employee who works less than eighty (80) hours

per month shall not be eligible for fringe benefits. A regular part-time employee may waive benefits provided by this Agreement, when the Plan permits waiver and; provided such waiver is freely given and is in writing with a copy delivered to the Union at the time of the waiver. The waiver may be rescinded by the employee.

- 10.12.1 For the purpose of Appendix "A", a month shall be the equivalent of one hundred seventy-three point three (173.3) hours.
- 10.13 Travel time during regular working hours shall be compensated at the employees' regular rate of pay. Travel time outside regular working hours on City business shall be compensated at the appropriate rate of pay. The time spent in traveling to and returning from City business is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.
- 10.14 Extra Agreement - The parties agree not to enter into any agreement or contract with the employee, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE XI EMPLOYER RIGHTS

- 11.1 The Employer has and shall retain the exclusive rights to manage and direct the performance of the Employer's services and the work force performing such services.
- 11.2 The Employer has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the Employer.
- The management of the City and direction of the working forces, including the right to hire, rehire, suspend or discharge for just cause, to assign jobs, to transfer employees within the City, to increase and decrease the working force, to establish standards, to determine work to be accomplished, the schedules and means of operations and the schedules and means of operating or handling, are vested exclusively in the Employer, provided this shall not be used for the purpose of discrimination against any employee or to circumvent any of the provisions of this Agreement.
- 11.3 The Employer has and shall retain the exclusive right to determine the size and composition of the work force, to assign work to all its employees in accordance with requirements as determined by the Employer and to establish work assignments and set work schedules.
- 11.4 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reasons; to discharge, suspend or otherwise discipline employees for just cause; to determine position classifications; to hire, transfer, promote and demote employees for non-disciplinary reasons; to determine policies, procedures and standards for selection, training and promotion of employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations;

to take any and all necessary actions to carry out its missions in emergencies; to exercise control and discretion over its organization and the technology of performing its work and services to maintain an economy desirable for the performance of Employer services.

- 11.5 Commercial Drivers License (CDL). Where the employer requires employees to obtain a Class A Commercial Drivers License as an essential duty of their job, the employer shall pay for all initial training and certification fees. The employer shall reimburse the employee for all renewal fees when the employer requires the employee to maintain a Class A Commercial Drivers License. Designated employees must maintain their CDL qualification and be subject to all Department of Transportation (DOT) regulations unless exempted from CDL qualification by the employer in writing.

Should an employee voluntarily resign within the first twelve (12) months after completing City-paid CDL training, the employee shall reimburse the City one-hundred percent (100%) of the total cost for the CDL course. Should the employee voluntarily resign within twenty-four (24) months after completing CDL training, the employee will repay fifty percent (50%) of the total cost for the CDL course.

The City is authorized and shall have the right to deduct and withhold part or all of such reimbursements from an employee's salary, annual leave, or other amounts due the employee and may seek recovery of such reimbursements by any other legal means. Any outstanding monies owed the City must be paid in full within sixty (60) days after the last day of employment.

ARTICLE XII WARNING NOTICE

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

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.1 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 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.
- 13.1.2 STEP 2 - The Human Resources Manager (the Union) shall make every effort to resolve the alleged grievance within five (5) calendar days. Failure to resolve the alleged grievance within the five (5) calendar day period shall permit the Union (Employer) the right to submit a written demand for resolution of the alleged grievance to the City Administrator (Union Representative) who shall rule on the merits of the alleged grievance and respond within ten (10) calendar days.
- 13.1.3 STEP 3 - Failure of the City Administrator (Union Representative) to satisfactorily resolve the alleged grievance within the ten (10) calendar day period shall permit the Union (Employer) the right to submit a demand for arbitration to the Employer in writing within ten (10) calendar days.
- 13.1.4 The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) calendar days after receipt by the Employer (Union) of the written demand for arbitration, the Union (Employer) may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS) (The List will be the Northwest Region). After receipt of same, the parties shall alternately strike the names of arbitrators until only one name remains, who shall upon hearing the dispute render a decision which shall be final and binding upon all parties.
- 13.2 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 13.3 The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by both parties equally. Each side shall bear its own costs incurred in the arbitration including attorneys' fees, witnesses and any other such expenses.
- 13.4 In the absence of a mutually agreeable timeline extension if either the grieving party fails to take the action required within the time provided herein, the grievance shall be deemed forfeited and waived. If the party against whom the grievance is filed fails to take the action required within the time provided herein, the grievance shall automatically advance to the next step of the procedure without waiver of procedural agreement.

ARTICLE XIV SEPARABILITY AND SAVINGS

14.1 Should any clause of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such clause.

ARTICLE XV DURATION

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

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

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

CITY OF SNOHOMISH, WASHINGTON

By 
Chad Baker, Secretary-Treasurer

By 
Linda Redmon, Mayor

Date 10/19/22

Date 10/25/22

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

December 26, 2022 through December 31, 2025

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

A.1 Effective December 26, 2022, 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	PW11
Building/Fire Official	PW10
Vacant	PW09
Division Lead	PW08
Senior Water Treatment Plant Operator	PW08
Senior Wastewater Treatment Plant Operator	PW08
Mechanic	PW07
Water Treatment Plant Operator	PW07
Assistant WWTP Operator/Lab Technician	PW07
Wastewater Lab Technician/Assistant Plant Operator	PW07
Water Quality Control Specialist	PW07
Senior Maintenance Worker	PW06
Inventory Control Specialist	PW06
Facilities Maintenance Specialist	PW06
*Maintenance Worker II	PW05
*Maintenance Worker I	PW04
Vacant	PW03
Vacant	PW02

*Maintenance Worker I employees, Pay Grade PW04, shall proceed along the Pay Step progression, until the completion of their fourth (4th) year of employment with the Employer. Beginning with their fifth (5th) year of employment, employees in the Maintenance Worker I classification shall be promoted to the Maintenance Worker II classification, Pay Grade PW05, and shall proceed along the pay step progression.

A.1.1 Employees will be paid twice a month. Pay shall be received no later than the 5th and 20th of each month.

A.1.2 Leave accruals will be prorated for semi-monthly distribution. Incentive pays will be included in the paycheck of the 5th of the month after time worked.

A.2 Effective December 26, 2022, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by six percent (6%) 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

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

A.3.1 The following are the rates of pay for seasonal/temporary maintenance employees in parks and public works:

At hire:	\$20.00
Year 1:	\$20.60(after crossing 347-hour threshold)
Year 2:	\$21.22
Year 3:	\$21.86
Year 4:	\$22.52
Year 5:	\$23.20

Years are calculated from the original date of hire. The City reserves the discretion to increase the hourly rate of pay if necessary to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

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

- 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 received by the employee prior to the promotion, provided however, in no event shall the increase be less than five percent (5.0%) above the rate of the old position.
- 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

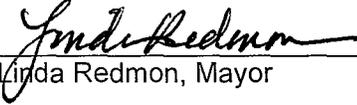
- A.7 Longevity Pay – Employees will receive longevity pay under the following schedule in recognition of their continuous years of employment with the Employer:

Years 5 through 9:	1% above scale
Years 10 through 14:	2% above scale
Years 15 through 19:	3% above scale
Years 20 through 24:	4% above scale
Years 25 and beyond:	5% above scale

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 10/19/22

Date 10/25/22

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, 2022 through December 31, 2025

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 10/19/22

Date 10/25/22

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, 2022 through December 31, 2025

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, 2022 through December 31, 2025

This Memorandum of Agreement concerning Sections 9.8 and 9.8.1, Western Conference of Teamsters Pension Plan, is supplemental to the 2022-2025 Collective Bargaining Agreement between City of Snohomish, Washington (the "Employer") and Public, Professional & Office-Clerical Employees and Drivers, Local Union No. 763 (the "Union") representing all **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 collective bargaining agreement states as follows:

- 9.8 The bargaining unit shall have the right to elect to participate in the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit. The Employer's contributions to the Trust on behalf of the bargaining unit shall be funded with employee pre-tax payroll diversions.
- 9.8.1 Pursuant to Section 9.8, if Employees elect as a bargaining unit to participate in the Western Conference of Teamsters Pension Trust Fund, the Employer agrees to match the bargaining unit's elected pre-tax diversion up to the first (1st) twenty-five cents (\$0.25) per compensable hour.

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

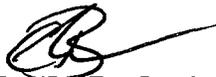
1. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023, based on December 2022 hours, the payroll diversion amount shall be seventy-five cents (\$.75) per compensable hour.
2. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023, based on December 2022 hours, the Employer shall contribute twenty-five cents (\$.25) per compensable hour.

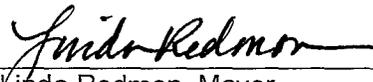
3. For all bargaining unit members working in classifications covered under Appendix A, A.1, effective January 1, 2023, based on December 2022 hours, the total contribution made to the Trust Fund by the Employer shall be one dollar (\$1.00) per compensable hour.
4. The total amount due to the Trust Fund 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
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CITY OF SNOHOMISH, WASHINGTON

By 
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By 
Linda Redmon, Mayor

Date 10/19/22

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