A G R E E M E N T

by and between
CITY OF EDMONDS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Department Maintenance Employees)

January 01, 2015 through December 31, 2017

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THIS AGREEMENT is by and between the CITY OF EDMONDS, 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 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The Employer recognizes the Union as the sole collective bargaining representative for all employees employed within the City of Edmonds Street-Storm Water Division, Equipment Rental Division, Water-Sewer Division, Facilities Division, Parks Division and Waste Water Treatment Plant in positions covered by the bargaining unit.

1.2 Union Membership - It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

1.2.1 In accordance with RCW 41.56.122, employees who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a Union shall contribute an amount equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and Union. The employee shall furnish written proof to the Union and the Employer that such payment has been made.

1.2.2 Seasonal & Temporary Employees - For the purposes of this Agreement, a "Seasonal" or "Temporary" employee shall be defined as an individual employed for more than one-sixth the time of a regular, full-time employee (three hundred forty-seven [347] hours) and less than one thousand and forty (1,040) hours in a twelve (12) consecutive month period. The twelve (12) consecutive month period begins with the employee's first day of work. In the event an individual employed as a Seasonal/Temporary employee is employed for more than one-sixth the time of a regular, full time employee (three hundred, forty-seven [347] hours) in a twelve (12) consecutive month period, the employee shall become a member of this bargaining unit, subject to the limitations set forth below. In the event an individual Seasonal/Temporary employee is employed for more than one thousand and forty (1,040) hours in a twelve (12) consecutive month period, the employee shall be covered by this collective bargaining Agreement as a regular employee.

Bargaining unit Seasonal/Temporary employees who have worked more than one-sixth of a regular, full-time employee (three hundred forty-seven [347] hours in a twelve [12] consecutive month period), but fewer than one thousand and forty (1,040) hours in a twelve (12) consecutive month period will be covered by the following Articles of this Agreement:

- Article 1 - Recognition, Union Membership and Payroll Deduction
- Article 2 - Non-Discrimination
- Article 3 - Union Rights
- Article 4 - Hours of Work, Overtime, Call Back and WaterWatch
- Article 6- Wages
- Article 12 - Management Rights
- Article 13 - No Strike Provision
- Article 15- Grievance Procedure
- Article 17 - Savings Clause
- Article 18 – Duration
- Appendix A – Seasonal/Temporary rate of pay (applies only after the Seasonal/Temporary employee is employed for more than three hundred forty-seven [347] hours and less than one thousand forty [1,040] hours in a twelve (12) consecutive month period).
- It is understood that provisions of state, federal and local laws will dictate the level of health and welfare benefits received by Seasonal/Temporary employees.
- Should the state or federal laws or other authority regulating the work of the Seasonal/Temporary employees change during the term of this Agreement, the City will comply with the law as changed.
- After working an initial three hundred and forty-seven (347) hours in any Division or Department covered by this Agreement, Seasonal/Temporary employees become bargaining unit members and remain members upon the first hour of subsequent re-employment, regardless of the Division or Department (so long as covered by this Agreement) in which the Seasonal/Temporary is employed. If a Seasonal/Temporary employee has a break in service (separation from employment with the City) for twelve (12) months or more, they will be considered a new employee without representation from the Union. Once they complete three hundred forty-seven (347) hours of work they will become represented by the Union.
- The City is under no obligation to hire Seasonal/Temporary employees and reserves the right to hire and manage Seasonal/Temporary employees based on operational need. However, the City agrees that Seasonal/Temporary employees are to be used to supplement the full-time work force, not supplant it.
- The Letter of Intent (re: Seasonal & Temporary Employees) agreed upon between the City and the Union is attached to this collective bargaining agreement (see "Appendix B") and provides further definition and clarification of Section 1.2.2.

1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees the dues and delinquent dues and delinquent initiation fees (to the extent the City has the capability or authority to do so) of the Union and shall remit to said Union all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. 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 payroll deduction of dues, delinquent dues or initiation fees or delinquent initiation fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

1.4 Union Notification - Within fifteen (15) days from the date of hire of a new employee, the Employer shall forward to the Union the name and address and social security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.

1.5 Teamsters Retirement Plan - In the event that the bargaining unit elects to join the Teamsters Pension Plan, the Employer agrees to withhold the appropriate amount from each payroll and remit that sum to the aforementioned plan.

ARTICLE 2 NON-DISCRIMINATION

2.1 No employee shall be unlawfully discriminated against for upholding Union principles and any employee who serves in a Union capacity shall not lose his/her job or be discriminated against for this reason. The parties agree, consistent with Article 3.3, that the Union activities should not interfere with the employee's duties.

2.2 The Employer and the Union shall not unlawfully discriminate against any employee because of race, creed, color, national origin, sex, age, religion, sexual orientation, marital status, or physical, sensory or mental disabilities, or any other basis prohibited by law; provided, however, that bona fide occupational qualifications are mutually recognized.

2.2.1 Wherever words denoting a specific gender are used in this Agreement they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 3 UNION RIGHTS

3.1 Union Officials - A Union official who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiating Committee), at the discretion of the Department Head, may be granted time off while conducting contract negotiations or grievance resolution on behalf of 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 fill the employee's job duties during the time-off period, and
- The wage cost to the Employer is no greater than the cost that would have been incurred had the Union official not taken time-off.

3.2 Upon request by the Union, and with consideration for Divisional staffing needs, employee(s) selected for training, delegate(s) to conventions or other needs of the Union, may be granted leaves of absence with pay for up to ten (10) working days per year without loss of seniority. The employee's salary and benefits will be reimbursed to the City, by the Union. The Union may request additional time under extenuating circumstances.

3.3 Union Investigative and Visitation Privileges - The Business Representative of the Union, with the permission of the Department Head or his designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement; provided however, he/she shall not interfere with the operation or normal routine of any Department.

3.4 Bulletin Boards - The Employer shall provide suitable space for bulletin boards to be used by the Union in the Departments and Divisions covered by this Agreement. The Employer shall not use the Union bulletin boards to post work schedules or other Employer notices; the Union shall limit its posting of notices and bulletins to Union-related business.

ARTICLE 4 HOURS OF WORK, OVERTIME, CALLBACK AND WATERWATCH

4.1 Hours of Work – Each work section (Parks, Public Works, Street/Storm, Water/Sewer, Facilities, Fleet and WWTP) shall establish and post a normal, regular work schedule(s) for all employees within that section. The work schedule(s), which shall be posted at least monthly in prominent, designated areas, shall list the work days, starting and ending times, and scheduled holidays off. The work hours established by this Article refer to hours worked in a standard work week. The work week shall be the equivalent of a "work period" under the Fair Labor Standards Act and may be established, changed or amended in accordance with the Act's requirements.

4.1.1 Normally scheduled work shifts shall be composed of not less than eight (8) nor greater than twelve (12) consecutive hours (excluding the lunch period) unless otherwise modified elsewhere in this Agreement. The regularly scheduled work week shall not total more than forty (40) hours of straight time. Employees shall be scheduled to work for three (3), four (4) or five (5) consecutive calendar days and shall have two (2) or more consecutive scheduled days off between each calendar week, provided, however, employees with mutual agreement with their Supervisor may on occasion work schedules that modify this provision in regard to the number of consecutive days off between each calendar week. The following schedules are recognized as an approved regular work schedule under this Agreement:

- A schedule of five (5), eight (8) hour work days per week totaling forty (40) hours per week.
- A schedule of nine (9) work days totaling eighty (80) hours in a two (2) week period (week one = four [4] nine [9] hour shifts and one [1] eight [8] hour shift; week two = four [4] nine [9] hour shifts)
- Forty (40) hours in a four (4) day work week, with ten (10) hour shifts.
- Eighty (80) hours in a seven (7) day schedule (week one = three [3] twelve [12] hour shifts and one [1] eight [8] hour shift; week two= three [3] twelve [12] hour shifts) by mutual agreement of the Employer and the employee.

4.1.1.1 The Employer may change an employee's schedule to meet business and operational needs with two (2) weeks' written notice; provided, however, the Employer has the right to make schedule changes with less notice because of emergencies, natural disasters or other unforeseen circumstances. If the Employer decides to change the regular schedule of an entire work section or Division, the Employer agrees to notify the employees at least four (4) weeks in advance.

4.2 Overtime - Any hours worked over the normal work schedule as established pursuant to Section 4.1 and 4.1.1 shall be compensated at the overtime rate. Overtime worked in excess of four (4) hours shall be paid at two (2) times the employee's regular straight-time hourly rate of pay, retroactive to the first hour; except that scheduled overtime on the employee's normally scheduled day off shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

4.2.1 The overtime rate shall be one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. The hourly rate of overtime shall be computed by dividing the employee's annual salary by two thousand eighty (2,080) hours.

4.2.2 Overtime that is not consecutive with the regular scheduled shift shall be paid a minimum of three (3) hours at the applicable overtime rate.

4.2.3 In the event of any temporary shift change, the employee shall be paid at the overtime rate during those hours immediately preceding or following a regular work shift unless notice shall have been given prior to his/her previous shift. A temporary shift change is defined as two (2) consecutive working days or less.

4.3 Callback - An employee called back after completing his/her regular shift or called back on his/her day or days off, shall be guaranteed three (3) hours compensation at the overtime rate except when the callback is initiated between the hours of 12 midnight and 5:00 A.M., in which case the minimum shall be four (4) hours. Call back of employees on Water Watch, Street/Storm Watch and/or the Treatment Plant Standby Operator are governed by the provisions of Appendix A, Paragraphs 9, 10 and 11 and its subsections.

4.3.1 An employee who is called back, and responds to the emergency callback within forty-five (45) minutes, shall be compensated two (2) times his regular straight-time hourly rate of pay for the callback. For the purposes of this Section, the forty-five (45) minute response time shall be measured from when the employee receives the dispatch call and when he/she arrives at City facilities.

4.3.2 Whenever an employee is working under the overtime guaranteed hours understanding, he/she shall be subject to working orders whether or not an emergency has terminated. Notwithstanding any other provision of this Sub-section, an employee shall not have the option to work more than twelve (12) consecutive hours unless the Employer so orders.

4.4 All hours worked on Saturday or Sunday by any employee covered by this Agreement with the exception of employees assigned to a regular work week which includes Saturday and Sunday shall be compensated for at the overtime rate, regardless of the hours worked by such employees during the immediate week.

4.4.1 Employees of the Facilities and Park Division may be required to work more than an eight (8) hour day on Saturdays and/or Sundays as part of their regularly scheduled forty (40) hour work week on a regular, rotated or intermittent basis at his/her regular rate of pay; provided however, unscheduled callbacks shall be paid at the overtime rate.

4.5 All work for which an individual is entitled to the overtime rate must be authorized in writing by the individual's Supervisor. The Supervisor shall authorize any overtime work which an employee undertakes as a result of emergency calls from SNOCOM or any other emergency where the employee performed the work in accordance with Department guidelines. The Department shall establish and distribute to the employees guidelines outlining the procedures to be followed for response to emergencies which require overtime work by Department personnel.

4.6 Overtime shall be paid no later than the first paycheck of the month following the month in which the authorized overtime was worked. All paychecks shall include an itemization of number of hours worked, rate of pay per hour, number of hours of overtime and overtime rate.

4.7 Shift Differential – Employees who work between the hours of 6:00 PM and 12:00 AM will be compensated five percent (5%) per hour in addition to their regular straight-time hourly rate of pay. When the majority of an employee's daily work shift is scheduled between

6:00 PM and 12:00 AM Monday through Friday or is on Saturday and/or Sunday they shall be compensated five percent (5%) per hour for the complete daily shift in addition to their regular rate of pay. If employees request shift start or end times as an accommodation for concerns such as commuting by ferry, and such accommodation would place the employee within the time of payment for shift differential, the employee agrees to forego the shift differential for that period falling within the differential time frame if approved by the Supervisor. It is further recognized that approval of flexibility for starting and ending times is at the sole discretion of the Employer.

4.7.1 Employees who work between the hours of 12:00 AM and 6:00 AM will be compensated ten percent (10%) per hour in addition to their regular straight-time hourly rate of pay. When the majority of an employee's daily work shift is scheduled between 12:00 AM and 6:00 AM Monday through Sunday they will be compensated ten percent (10%) per hour for the complete daily shift in addition to their regular straight-time hourly rate of pay.

4.7.2 In no case shall pyramiding of shift differential rates be allowed.

4.8 Rest Period - Except in the case of emergency work, each employee shall receive a paid fifteen (15) minute rest period during the first half of his work shift and another paid fifteen (15) minute rest period during the second half of his work shift.

4.9 Meal Period - Employees shall receive a thirty (30) minute meal period which shall be on the employees' own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift.

4.10 Compensatory Time – Overtime pay may be converted at the employee's discretion to compensatory time at a rate in accordance with Section 4.2. A maximum of one and one-half (1 ½) WaterWatch, Street/Storm Watch or Standby Operator weekly minimum shift pay may be converted to compensatory time on an annual basis. Maximum accruals of compensatory time shall be limited to forty-eight (48) hours at any one time. The maximum compensatory time usage is ninety (90) hours in a calendar year. All hours in excess of ninety (90) hours will be paid at the overtime rate. Any compensatory time earned on holidays shall not be included in the maximum annual usage allotment.

4.11 Cleanup Time – Employees shall be allowed sufficient time to cleanup just prior to the end of a work shift. The amount of time necessary will vary and be dependent upon the type of work performed and the particular shift working conditions. An additional 15 minutes will be allowed in cases where the employee needs to shower.

ARTICLE 5 PROBATION, LAYOFF, RECALL AND JOB VACANCIES

5.1 Probation Period - Employees shall be subject to a one (1) year probation period commencing with their first date of regular employment in a position in the bargaining unit. The Employer shall be under no obligation to retain in its employment an employee on probation whose work is unsatisfactory. Discharge of an employee during his/her probation period shall not be subject to the grievance procedure. When due to illness, military leave or other similar absence which prevents the Employer from having an opportunity to observe the job performance of a probationary employee, the probationary period may be extended by the Employer, provided that the total probationary period shall not exceed two thousand, eighty (2,080) hours worked by the probationary employee.

5.1.1 Promotion and Transfer Trial Period - An employee who has completed his probation period and who applies for and is granted a transfer to another bargaining unit classification with the Employer shall have a three (3) month trial period, during which the employee and/or the Employer may evaluate the job performance of the employee and all other circumstances related to the transfer. Should the employee and/or the Employer determine

during the three (3) month period that the transferred employee is not performing the work satisfactorily, then the employee, at his option, and/or the Employer, at his option, may return the employee to his previous position. All other position assignments made because of the transfer shall be re-established to the status quo where necessary to provide for the return of the transferred employee. For purposes of this Section, "transfer" shall mean a promotion, voluntary lateral move to a position of equal pay and/or a demotion.

5.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of regular full-time employment within the bargaining unit.

5.2.1 Break in Seniority - An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

- Justifiable discharge.
- Voluntary quit.
- Layoff or approved leave of absence due to illness or injury for a period exceeding twelve (12) months.

5.3 Layoff - In the event of layoff, the bargaining unit and the Union shall be given at least one forty-five (45) calendar day's written notice in advance. The employee with the least seniority within the bargaining unit as a whole then in the employ of that job classification being reduced in force shall be the first to be laid off; provided however, such person designated for layoff may bump a less senior employee in any lower job classification for which the more senior employee is qualified to hold; provided further, those remaining on the job can provide the skills and efficient operations. All bumping will be complete within the forty-five (45) day notice period.

5.4 Recall - In the event of recall from layoff, employees in a job classification shall be recalled in the inverse order from which they were laid off. The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of two (2) years. The Employer shall send written notice, postage paid, certified U.S. Mail to the last address provided in City employment records. The notice shall be deemed received two (2) business days following its mailing. The employee must accept the offer to rehire within five (5) consecutive business days following the receipt, not including Saturdays and/or Sunday.

5.5 Bidding - When any position covered by this Agreement is open, the Employer shall promptly notify the Union whether the Employer intends to fill the position and, if so, the expected date for posting the vacancy. When any position covered by this Agreement is to be filled, said position shall be posted for bidding. For the purposes of this Section, the parties agree that the creation of a new position within the bargaining unit shall be considered a position vacancy. The posted bid shall contain an adequate description of the job duties, qualifications and classification involved. Bidding shall be based on merit qualification assuming the employee meets the listed qualification and can perform the listed duties. The listed qualifications may include a minimum period of time, not to exceed twelve (12) months, that the employee must have served in his then current position. When qualifications are equal and the provisions of Section 5.5.1 have been met, the position shall be offered to the most senior employee within the Division, provided however, for the Lead positions as represented by Pay Grade M, the Employer shall determine the leadership qualifications of the applicants. The Employer may, at its sole discretion, waive the twelve (12) month requirement on an individual basis. Notice of permanent job vacancies shall be posted on the bulletin board for five (5) working days excluding Saturdays and/or Sundays. Bids must be submitted in writing to the Department Head within said five (5) working days of the first day of posting of the bid or the bidder shall be

deemed to have waived the position opening. The notice period shall commence on the day of posting. Copies of the notice shall be sent to the Shop Stewards and the Union, on the day of posting.

5.5.1 To assist the employee in seeking and obtaining alternative job opportunities within the City, the Employer shall make available the training and educational foundation it deems necessary to achieve a successful transition from one field of interest to another and is consistent with the City's needs.

A. Employees who desire to make such a change shall first provide the Employer with advance notice of the employee's desire during the annual appraisal review process or present advance notice to the Employer in writing during other times of the year. To be eligible, an employee must not have a pending performance plan or been suspended without pay in the past twenty-four (24) months.

B. If an opening can reasonably be anticipated within the year, the Employer shall:

1. Make in-house training available to interested employees. Training may be for entry level or promotional positions.
2. Within the allocated training budget, make outside training available to the interested employee. The Employer ultimately determines the training needs of each Division.
3. Training under this section is not work time and shall be conducted on the employee's time off, unless classes are not offered after hours.
4. If more than one employee is interested in a classification or a position, training shall first be offered to the most senior employee. This seniority right is limited to the first time an employee requests a particular training.

C. If an entry level opening occurs, the Employer shall first test all qualified in-house candidates. The testing shall be a standard test developed by the Employer to ensure that the employee can perform the essential functions of the job. If the employee passes the test, he or she shall be considered for the transfer to the desired Division before any outside candidates.

D. In-house candidates from other Divisions who have indicated an interest and satisfactorily completed training shall compete on an equal footing with candidates from the Division in which the promotional opportunity occurs.

E. This section shall not be interpreted to give preference over other qualified in-house candidates.

5.5.2 If more than one (1) current employee fulfills the provisions for transfer as put forth in Section 5.5.1, and all else is equal, the more senior employee shall be awarded the position.

5.5.3 If no employee has fulfilled the provisions of 5.5.1 and a vacancy occurs, the Employer may open the position to anyone who applies for it and may select the candidate it considers best qualified.

5.6 Seniority List - The Employer shall provide the Union a list of all current employees within the bargaining unit with their respective seniority dates on July 1st of each year and shall post a copy of same on the Union bulletin board. The listed seniority dates shall be binding on each employee unless the employee pursues any objection to the listed seniority dates in a timely manner through the grievance procedure set forth within Article 15.

ARTICLE 6 WAGES

6.1 The classifications of work and the corresponding rates of pay covered by this Agreement shall be as set forth within Appendix "A" to this Agreement, which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 7 HOLIDAYS

7.1 The following days shall be considered holidays:

New Years Day
Martin Luther King Jr. Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Day Before Christmas Day
Christmas Day

"One (1) Floating Holiday" to be taken at a time agreeable to the Employer. In the event of termination on or before June 30th, an employee who has completed six (6) months of employment shall be paid for one-half (1/2) of that year's floating holiday, if unused. If termination is after June 30th, an employee who has completed six (6) months of employment shall be paid in full for that year's floating holiday, if unused.

7.1.1 The Day Before Christmas Day shall be observed on the day after Christmas when Christmas Day falls on a Thursday.

7.1.2 Whenever any of the afore-referenced holidays fall upon a Saturday, the preceding Friday shall be the holiday. When any of the afore-referenced holidays fall upon a Sunday, the Monday following shall be considered the holiday. For employees who are regularly scheduled to work Saturdays or Sundays, holidays falling upon Saturday or Sunday shall be recognized and paid pursuant to Section 7.3 on the actual day. Payment pursuant to Section 7.3 shall be made only once per affected employee for any one holiday.

7.1.3 Holiday Compensatory Time –This Section applies to employees working in classifications at the Waste Water Treatment Plant (WWTP). In order to ensure adequate plant staffing and minimal disruption of employees' work schedules, whenever the actual holiday and the observed holiday falls on an employee's regularly scheduled day off, the employee shall be granted another day off with pay at a time mutually agreeable to the employee and his Supervisor. An employee may not accrue more than forty-eight (48) hours of holiday compensatory time. Holiday compensatory hours accrued in excess of forty-eight (48) shall be cashed-out at the employee's regular rate of pay. Employees shall be compensated for holiday compensatory time as follows: (e.g., an employee working a four (4) ten (10) schedule will be compensated for a ten (10) hour holiday, an employee working a schedule of nine (9) hour days in an eighty (80) hour payroll period will be compensated for a nine (9) hour holiday, etc).

7.2 Eligible full-time employees will be compensated based on the employees' scheduled work day at their straight-time hourly rate for each holiday (e.g., an employee working a four (4) ten (10) schedule will be compensated for a ten (10) hour holiday, an employee working a schedule of nine (9) hour days in an eighty (80) hour payroll period will be compensated for a nine (9) hour holiday, etc). Part-time employees will receive holiday pay on a pro-rated basis. Employees are eligible for holiday pay if they are in paid status on the regular business day preceding the holiday. Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.

In all cases, a total of forty (40) hours per work week at straight time shall be accounted and paid for on the time sheets.

7.2.1 For work sections that are required by the City to provide seven (7) days per week operations and are required to work ten- (10-) hour shifts, eligible full-time employees will continue to receive ten (10) hours of pay at their straight-time hourly rate in accordance with the current practice at the Waste Water Treatment Plant.

7.3 If any work is performed by an employee on such holiday, additional compensation at the overtime rate shall be paid, except for employees on Street/Storm Watch, WaterWatch and Treatment Plant Standby, which is covered in Appendix A. No employee shall be called on such holiday for less than the callback rate.

7.4 If a holiday occurs during an employee's vacation, the day shall be considered a holiday rather than vacation day.

7.5 For Departments and Divisions other than the WWTP, if a holiday falls on a regularly scheduled day off, the employee shall observe the work day immediately preceding or following as the holiday. With mutual agreement between the employee and the Supervisor, the day may be taken at another time within the same payroll period in which the holiday falls.

ARTICLE 8 VACATIONS

8.1 All regular full-time employees shall receive vacation with full pay annually in accordance with the following:

YEARS OF EMPLOYMENT	HOURS OF VACATION
First 6 months	48 hours
Second 6 months	40 hours additional
2 through 4 years	88 hours
5 through 9 years	128 hours
10 through 14 years	168 hours
15 through 19 years	176 hours
19 through 25 years	192 hours
26 years and thereafter	208 hours

8.2 Vacations shall be scheduled with consideration to Divisional staffing assignments. All employees shall submit their requests for vacation between January 1st and March 15th, for the following twelve (12) month period, for seniority to be used as the criteria for vacation selection preference. The Supervisor will act on and approve vacation requests within two (2) weeks following March 15. After March 15th, vacation requests for the following twelve (12) months will be considered by date and time of the submission of the written request, with those submitted earliest receiving first consideration.

8.3 An employee shall be entitled to payment for his or her unused accrued vacation following completion of the probationary period. Vacation leave is not available for use during probation.

8.3.1 In scheduling vacations, the Employer will consider a vacation week to include both the employee's regularly scheduled work shifts and the employee's scheduled days off. Employees may trade days off in order to accommodate vacation requests, as long as the trades are approved by the Supervisor before the trade takes place. Trading days off and the resulting schedule changes shall not require the Employer to provide required schedule change notice or posting of a new schedule as provided in Article 4 of this Agreement.

8.4 The maximum vacation accrual available to any employee shall be twice the accrual rate to which the employee is entitled under paragraph 8.1 above. Sufficient annual vacation time will be scheduled in accordance with paragraph 8.2 so that any employee will not exceed their maximum vacation accrual throughout the calendar year. Adjustments to the annual vacation schedule will be allowed by the Supervisor as required during the year if the employee identifies that the maximum twenty-four (24) month accrual will be exceeded. If the maximum is attained, employees will be required to take vacation within the current pay period to maintain the leave balance at or below the maximum.

ARTICLE 9 LEAVES

9.1 Sick Leave - Sick leave shall accumulate at the rate of eight (8) hours per month and shall accumulate up to a total of one thousand (1,000) hours; provided however, for Sections 9.1.1 through 9.1.3, a limit of eight hundred (800) hours shall apply. Provided further, an employee who has accrued in excess of eight hundred (800) hours of sick leave may convert the excess hours to a cash payment at a rate of three (3) hours of sick leave for one (1) hour compensation, at the employee's current rate of pay, up to a maximum of one thousand dollars ($1,000.00) per year. The Employer shall notify the employees of their accrued sick leave hours November 1 of each year. The sick leave cash-out shall be paid on the first check in January of the following year.

9.1.1 Employees must request optional sick leave cash-out within ten (10) working days from their notice of accrued sick leave.

9.1.2 Upon honorable termination, active employees shall have their accrued sick leave, to a maximum of eight hundred (800) hours, paid out in accordance with the following formula:

(a) Fifty percent (50%) upon resignation upon providing two weeks' notice; or
(b) Fifty percent (50%) upon lay-off; or
(c) Fifty percent (50%) upon retirement; or
(d) One Hundred percent (100%) (payable to his beneficiary) upon death.

9.1.3 For purposes of this Article, "honorable" shall mean any termination other than discharge for just cause.

9.1.4 In the event of death of the employee, payment of all unused sick leave shall be made to the surviving spouse or to his beneficiary if there is no spouse, at his regular rate of pay.

9.1.5 Accrued sick leave may be used for:

(a) The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);

(b) The need to care for a child or grandchild under eighteen (18) years of age, or an older child or grandchild incapable of self-care, with a health condition requiring treatment or supervision;

(c) The need to care for the employee's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition;

(d) Healthcare appointments for the employee or a dependent child, provided that the employee receives the advance approval of the Department Head; and further provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with the scheduled work days;

(e) For other circumstances if authorized by the Department Head.

9.1.5.1 With a Supervisor's approval, employees may use other accrued paid leave in place of or in addition to sick leave for any purposes described in Section 9.1.5.

9.1.6 The certificate of a physician and/or written report concerning the need for the sick leave may be required by the Employer and if required, shall be supplied by the employee in order to qualify for sick leave with pay.

9.1.7 In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be fifteen (15) minutes.

9.1.8 Employees who maintain a good attendance record shall be eligible for the following incentive Annual Leave Days off for the corresponding annual sick leave usage. FMLA leave and Washington Family Care Act leave shall not be counted as sick leave usage for the purpose of this section:

Hours of Sick Leave Usage Per Year	Annual Leave Hours Earned
0	24
8	16
16	8
24+	0

9.1.8.1 Use of the earned Annual Leave Days shall be in the year following the year the employee's attendance record has been established.

9.1.8.2 Absences due to an accepted State Workman's Compensation illness or injury shall not be taken into consideration when applying the eligibility standards of Section 9.1.8.

9.1.8.3 The Annual Leave Hours Earned correlating with Hours of Sick Usage as specified in Section 9.1.8, shall be pro-rated to the closest full hour for purposes of establishing employee eligibility standards.

9.2 Bereavement Leave - In the event of a death in the "immediate family" of an employee, the Department Head shall upon request grant the employee bereavement leave with pay. The maximum number of work days granted shall be three (3); provided however, in the event travel is required to attend a funeral, additional time not to exceed three (3) days may be granted. Such additional leave shall be deducted from the employee's sick leave account.

The term "immediate family" shall include:

- Spouse, Domestic Partner and children, including step children of the employee;
- Mother, Father, Brother, Sister of the employee or spouse;
- Grandparents or grandchildren of the employee or spouse;
- Guardian.

9.3 Jury Duty Leave - The City will provide employees time off with pay for jury duty service up to a maximum of one (1) month each time they are called for jury service. If jury duty extends beyond one hundred seventy-four (174) hours of paid leave in any one instance, the additional leave will be unpaid. (Existing City policy - 8.6)

9.3.1 Payment provided by the courts during periods of paid jury duty must be paid over to the City, excluding expense reimbursement, such as mileage. (Existing City policy - 8.6)

9.3.2 The following instructions are for employees serving jury duty: You must provide your Supervisor with a copy of the jury duty summons as soon as possible after receiving it. (Existing City policy - 8.6)

9.3.3 Upon completion of jury duty, you are required to provide your supervisor with proof of jury duty service. (Existing City policy - 8.6)

9.3.4 If you are dismissed from jury duty service three (3) hours or more from the end of your shift, then you are required to report back to work. You have the option of using vacation or compensatory time for the remainder of your shift after subtracting travel time from the court house to work.

9.3.5 If you are required to attend jury duty service on your regular scheduled day(s) off, the City is not required to change your work schedule to assure that your jury duty service and work schedule overlap each other.

9.3.6 If you are required to attend jury duty service and you are scheduled to work swing shift or graveyard, you will not be required to report to work. Early dismissal from jury duty will follow the same policies that apply to day-shift employees.

9.3.7 Employees who work swing shift or graveyard have the option of changing his or her work schedule from swing shift or graveyard to working day shift while they are on jury duty service.

9.4 Witness Duty - An employee who is required to serve as a witness 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 legally binding directive, shall be permitted authorized leave with pay less any amount received from the Courts or the subpoenaing party.

9.5 Leave of Absence - If approved by the Employer, regular employees may take up to six (6) months leave of absence without pay. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave of absence.

ARTICLE 10 HEALTH & WELFARE AND INDUSTRIAL INSURANCE

10.1 Health Insurance Plans

10.1.1 Coverage - The Employer shall make available to regular full-time and regular eligible part-time employees, and their eligible spouses and dependents, an insurance program that includes medical, dental, and vision insurance, and an employee assistance plan (EAP) benefit. This insurance program includes the following:

10.1.2 Medical Insurance - Employees may choose between the following medical plans: Association of Washington Cities ("AWC") Regence Health First Plan or AWC Group Health Cooperative $10 Co-Pay plan on or about January 1, 2015.The Employer reserves the right to re-open negotiations related to health insurance.

10.1.3 Dental Insurance - Dental insurance is provided through the AWC Washington Dental Service Plan F with Option III (Orthodontia).

10.1.4 Vision Insurance - Vision insurance is provided through the AWC Vision Service Plan ($10.00 deductible).

10.1.5 EAP Benefit - The Employee Assistance Program is provided through AWC.

10.1.6 The Employer will provide an IRS 125 Flexible Spending Account with a debit card allowing pre-tax deductions for medical, childcare and transportation expenses as permitted by law by sixty (60) days after the effective date of the contract. For each participating employee, there will be a five dollar ($5.00) per month charge.

10.2 Health Insurance Premiums

10.2.1 Full-Time Employees - For all eligible regular full-time employees and their eligible spouses and dependents, the Employer will pay ninety percent (90%) of the aggregate premium costs of the benefits specified in Section 10.1.1.

10.2.2 Part-time Employees -For regular part-time employees normally scheduled to work a minimum of twenty (20) hours per week and their eligible spouses and dependents, the Employer's premium contribution described in Section 10.2.1 will be reduced on a pro rated basis according to the part-time employee's budgeted FTE.

10.3 Changes to Health Insurance Plans

10.3.1 Change to Plan Benefits - In the event that AWC adopts the benefit changes to the health insurance plans specified in this Article during the term of this Agreement, such changes will be automatically incorporated into this Agreement. For health insurance premiums, section 10.2.1 applies.

10.3.2 Plan Changes - The Employer may change health insurance plans during the term of the Agreement provided that any replacement plan provides materially equivalent or better benefits. If the changes reduce the benefit or requires an additional contribution by the employee, the Employer agrees to bargain both the decision and the impact of the change.

10.4 Life Insurance - The Employer will provide a life insurance benefit to eligible employees in accord with its Personnel Policies.

10.5 State Industrial Insurance shall be provided for each employee covered by this Agreement on the same basis as provided in the past. Additionally, when an employee is injured at work and is released to light or modified work duties and the Employer has determined it has light and/or modified work duty available for the employee, the employee will return to work on light duty.

ARTICLE 11 MISCELLANEOUS

11.1 The Employer shall furnish uniforms and laundry service so each employee will have up to one (1) clean uniform each work day. The uniform provided will be clean, safe, presentable, and appropriate for the work environment. The employee will also be provided with coveralls and jackets if appropriate as needed. Each employee shall be responsible for custody and return of the uniforms assigned to him or her.

11.1.1 As an alternative to vendor provided and laundered uniforms, with the approval of the Divisional LMC and final approval by the Department Director, an alternative uniform to that provided in 11.1 may be provided by the City. The cost of any authorized alternative uniform shall not exceed the previous year Division's cost to furnish a vendor supplied uniform based on the standard set by 11.1. Uniforms purchased per this section will be returned to the City when it is replaced with a new article of clothing. This alternative 11.1.1 does not apply to Parks and Fleet Maintenance Divisions.

11.1.2 Divisional uniform standards and replacement criteria will be defined by the Divisional LMC with final approval by the Department Director. Uniforms are to be used for work related duties only.

11.2 Raingear - The Employer shall furnish raingear which shall include bib overalls, jacket, gloves and steel-toed rubber boots, which shall be returned upon termination or upon reassignment to a position not requiring raingear.

11.3 Footwear - When assigned to positions where safety footwear is required, the employee shall purchase and replace such footwear as necessary. A safety footwear allowance as set forth within Section 11.3.1 shall be provided in January of each year to each employee assigned prior to July 1 of the preceding year to positions where such footwear is required. New employees will be provided a pro-rated footwear allowance for the year based upon their month of hire. The employee shall not wear Employer provided rain gear or safety foot protection except while on duty for the Employer and while going directly to and from work. Failure to wear safety foot protection where required shall be grounds for termination or other disciplinary action. Safety footwear shall comply with the American National Standard Institute (ANSI) standard for Safety-Toe Footwear, Z41.1-1967 (ANZS Z41.1).

11.3.1 Effective January 1, 2015, the safety footwear allowance shall be two hundred dollars ($200.00) annually. Effective January of 2017, the safety footwear allowance shall be increased, to the nearest dollar, by one hundred percent (100%) of the Consumer Price Index as established by the calculations of Section A.1.6.

11.3.2 Employees will receive their annual safety footwear allowance each January in their paycheck. The City will inform employees of where there are vendors with which the City receives a discount for safety footwear.

11.4 Supervisory Duties - The employees may at times and in some cases may at all times perform some duties of a Supervisor. Nothing in this Agreement shall in any way interfere with carrying out their duties.

11.5 Liability Insurance - In the event the Employer's public liability insurance premiums are increased because of the actions of a particular employee or particular employees, whether on or off duty, the Employer may exercise any of the following options, subject to grievance procedures as set forth in this Agreement:

- Reclassify the employee or employees to a position out of the risk area and at the rate of pay applicable to the new position; or

- Dismiss that particular employee or employees.

11.6 Safety Equipment - Employees shall be responsible for using the safety equipment and clothing provided by the Employer.

11.7 Spouse/Domestic Partner Definition – Spouse is defined to be an individual married to the employee or a registered domestic partner, registered in accordance with RCW 26.60.040.

ARTICLE 12 MANAGEMENT'S RIGHTS

12.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

12.2 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees provided such rules are not in conflict with the provisions of this Agreement or with applicable law.

12.3 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and public interest.

12.4 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

12.5 The Employer reserves the right to discipline or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.

12.6 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not limited by this Agreement.

ARTICLE 13 NO STRIKE PROVISION

13.1 Nothing contained in this Agreement shall permit or be construed to grant any employee or group of employees the right to strike or refuse to perform his/her prescribed duties.

13.2 During the life of this Agreement there shall be no strikes or refusal to perform official duties and there shall be no lockout.

ARTICLE 14 CORRECTIVE ACTION

14.1 The Employer may discipline an employee for just cause. Discipline shall be progressive in nature and appropriate for the offense. Formal discipline subject to the grievance procedure shall start with a written warning notice; provided however, only disciplinary actions greater than a written warning notice may be processed through Step 3 of the grievance procedure.

In general, the progression for discipline will be as follows, although it is understood that each individual case must be judged on its own merits, and that corrective action shall be dependent upon the seriousness of the situation:

- Oral Warning/Corrective Notice in writing
- Final Written Warning
- Suspension/Demotion
- Discharge

All notices for corrective action and/or discharge will be provided in writing to the affected employee(s) within thirty (30) calendar days from the date the Employer became aware of the violation alleged. Extensions of the time limit shall be on a case-by-case basis only with mutual written agreement between the Employer and the Union.

All notices of corrective action shall remain in effect for a period of twelve (12) months from the date the corrective action was issued, except for corrective action for violations of the Employer's anti-harassment and workplace violence policies, which shall remain in effect for a period of eighteen (18) months from the date the corrective action was issued. If no other disciplinary action is taken during such twelve (12) month or eighteen (18) month

period, the disciplinary notice shall be removed from the employee's file. A copy of any disciplinary action shall be mailed to the Union. Employees have the right to provide a written rebuttal statement as an attachment to all corrective action notices, in addition to their access to the grievance procedure. Disciplinary/corrective action notices removed from employee personnel files are recorded into a discipline log in HR.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 A "grievance" shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provision of this Agreement.

15.2 STEP 1 - When an employee has a grievance he shall immediately bring it to the attention of his immediate Supervisor. The employee and Supervisor shall attempt to settle the grievance through informal discussion. If the grievance cannot be settled through informal discussion to the satisfaction of the employee, the employee shall state the grievance in writing and present it to his/her Department Head in accordance with the procedure set forth below.

15.2.1 STEP 2 - An employee and/or the Union, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance (but in no event more than sixty (60) calendar days from the date of occurrence), may bring said grievance to the attention of his immediate Supervisor in writing.

15.2.2 STEP 3 - The immediate Supervisor shall make every effort to resolve the alleged grievance within fourteen (14) calendar days. Failure of the immediate Supervisor to resolve the alleged grievance within the fourteen (14) calendar day period shall permit the Union the right to submit a written demand for resolution for the alleged grievance to the Department Head and the Mayor's designee, who shall rule on the merits of the alleged grievance and respond in writing within fourteen (14) calendar days.

15.2.3 STEP 4 - Failure of the Department Head and/or the Mayor's designee to satisfactorily resolve the alleged grievance within the fourteen (14) calendar day period shall permit the Union the right to submit a demand for arbitration to the Employer in writing within fourteen (14) calendar days.

15.2.4 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 fourteen (14) calendar days after receipt by the Employer of the written demand for arbitration, the Union may request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. The list shall be limited to arbitrators who are from the Washington and/or Oregon sub-regions. Within fourteen (14) calendar days after receipt of same, the parties shall alternately strike the names of the arbitrators until only one name remains who shall, hear the dispute. The party striking first will be the loser of the flip of a coin.

15.2.5 The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be presented in writing, and shall be final and binding upon the parties.

15.3 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.

15.4 The expense for the Arbitrator, the cost of any hearing room and the cost of a shorthand reporter, unless such are paid by the State of Washington, shall be shared equally by the parties. Each party shall pay the compensation and expenses for its own representatives and witnesses, including attorney's fees.

15.5 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. Any grievance shall be considered settled at the completion of any step if the employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

15.6 By mutual agreement between the Union representative and the Mayor's Office, an employee or the Union may initiate a grievance at the Department Head level.

ARTICLE16 LABOR-MANAGEMENT CONFERENCE COMMITTEE

16.1 Labor-Management Conference Committee (LMCC) - The Employer and the Union shall establish a Labor-Management Conference Committee for each Division in Public Works and Parks, which the function of the Labor-Management Conference Committee shall be to discuss issues of mutual interest and/or concern for the purpose of establishing a harmonious working relationship between the employees, the Employer, and the Union. The Labor-Management Conference Committee shall meet as necessary and at times that is mutually acceptable and shall be run according to a mutually developed agenda. The Labor-Management Conference Committee shall not have the power to change the provision of the Labor Agreement between the parties, negotiate new agreements or resolve grievances beyond what has been agreed to within this Labor Agreement, except as has been granted by the Union and the Employer.

The attendees of each of the LMCC meetings shall be agreed to by the City's Management LMCC representative and the Union Business Agent as determined by the discussion items for the meeting Agenda.

ARTICLE 17 SAVINGS CLAUSE

17.1 It is the intention for the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of the Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event either party may request renegotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof; provided however, such findings shall have no effect whatsoever on the balance of this Agreement.

ARTICLE 18 DURATION

18.1 This Agreement shall become effective January 01, 2015, and shall remain in full force and effect through December 31, 2017, and shall remain in effect during the course of negotiations on a new Labor Agreement.

18.2 At least five (5) months prior to December 31, 2017, the Union and the Employer shall have the right to open this Agreement for the purpose of negotiating changes in the Agreement.

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

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Date 10-14-15

CITY OF EDMONDS, WASHINGTON

By David O. Earling
David O. Earling
Mayor

Date 10.2.15

APPENDIX "A"
to the
A G R E E M E N T
by and between
CITY OF EDMONDS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Department Maintenance Employees)

January 01, 2015 through December 31, 2017

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF EDMONDS, 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 January 01, 2015, the monthly rates of pay for each classification covered by this Agreement shall be as follows:

Grade	Classification	STEP1 00-06m	STEP2 07-18m	STEP3 19-30m	STEP4 31-42m	STEP 5 43-54m	STEP 6 55 m+
M	WWTP Lead Operator WWTP Lead Mechanic WWTP Pre-Treatment/Safety Coordinator Stormwater Maintenance Lead Worker Street Maintenance Lead Worker Water Maintenance Lead Worker Sewer Maintenance Lead Worker Parks Maintenance Lead Worker City Electrician Maintenance Technician Lead Vehicle/Equipment Mechanic	$5258	$5519	$5797	$6088	$6391	N/A
L	WWTP Instrument Technician/Plant Electrician WWTP Lab Technician WWTP Pre-Treatment Technician	$5000	$5258	$5519	$5797	$6088	N/A
K	Cemetery Sexton WWTP Operator Water Quality Control Technician WWTP Senior Mechanic Senior Mechanic	$4765	$5000	$5258	$5519	$5797	N/A
J	WWTP Maintenance Mechanic Traffic Control Technician Building Maintenance Operator Mechanic Parks Maintenance Mechanic Senior Storm Maintenance/GIS Worker	$4539	$4765	$5000	$5258	$5519	N/A
I	Senior Sewer Maintenance Worker	$4321	$4539	$4765	$5000	$5258	$5519

Grade	Classification	STEP1 00-06m	STEP2 07-18m	STEP3 19-30m	STEP4 31-42m	STEP 5 43-54m	STEP 6 55 m+
H	Senior Street Maintenance Worker Senior Storm Maintenance Worker Senior Water Maintenance Worker Senior WWTP Maintenance Worker Senior Parks Maintenance Worker Senior Parks Maintenance Worker - Horticulturist	$4321	$4539	$4765	$5000	$5258	N/A
G	WWTP Maintenance Worker Sewer Maintenance Worker Water Maintenance Worker	$3920	$4118	$4321	$4539	$4765	N/A
F	Street Maintenance Worker Parks Maintenance Worker Facilities Maintenance Worker Storm Maintenance Worker	$3730	$3920	$4118	$4321	$4539	N/A
E	Meter Reader	$3555	$3730	$3920	$4118	$4321	$4537
D	Maintenance Custodian	$3387	$3555	$3730	$3920	$4118	NA
C	Custodian	$3227	$3387	$3555	$3730	$3920	N/A
B	Seasonal/Temporary Worker	$14.89	$15.63	$16.41	$17.21	$18.09	

A.1.1 Employees in the Maintenance Worker classification, Step 5, who have been at Step 5 for at least six (6) months, shall be upgraded to the Senior Maintenance Worker classification that will provide for at least a five percent (5%) wage rate increase upon completion of the minimum competence requirements as established by the Labor Management Conference Committee (LMCC).

A.1.2 Employees in the Custodian classification, Step 5, who have been at Step 5 for at least six (6) months, shall be upgraded to the Maintenance Custodian classification that will provide for at least a five percent (5%) wage rate increase upon completion of the minimum competence requirements as established by the Labor Management Conference Committee (LMCC).

A.1.2.1 Employees who are assigned to work in the Public Safety Building – Police Department, shall receive a premium pay of two percent (2%) for that day's shift. In order to perform work in the Police Department an employee shall be required to be fingerprinted and pass a background check as required by the Washington State Patrol. In order to pass the background check the employee must meet the requirements set forth in the WSP policy. Only those who successfully complete the process would be eligible for a two percent (2%) premium shift pay.

A.1.3 Effective January 1, 2015, employees in the Meter Reader classification only, Step 5, who have been at Step 5 for at least six (6) months, will have an additional Step 6 that provides a five percent (5%) wage rate increase above Step 5 in their classification grade.

A.1.4 Employees in the Mechanic classification, Step 5, who have been at Step 5 for at least six (6) months, shall be upgraded to Senior Mechanic classification Pay Grade K, that will provide for at least a five percent (5%) wage rate increase upon demonstrating and maintaining skills, as established by the Labor Management Conference Committee (LMCC), showing ability to perform work on marine, motorcycles and motorcycle engines and fire vehicles.

A.1.5 Effective January 01, 2015, the monthly rates of pay for each classification covered by this Agreement were increased by two percent (2%) (included in the current wage matrix in A.1) with the exception of the Seasonal/Temporary classification.

A.1.6 Effective January 1, 2016 and January 1, 2017, the monthly rates of pay for each classification covered by this Agreement shall be increased by one-half percent (.5%) and one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index semi-annual average from June to June of the previous year, with a minimum increase of one percent (1.0%) and a maximum increase of two percent (2.0%). The Index used shall be the Consumer Price Index for Urban Consumers (CPI-U), All Items Indexes, Revised Series (1982-84+100) for the Seattle-Tacoma-Bremerton area, as published by the Bureau of Labor Statistics.

A.2 The rates of pay set forth within Sections A.1 provides for the maximum time an employee shall be employed in any one particular pay Step. The Employer shall have the right to place an employee in any pay Step set forth within Sections A.1, in which event advancement of said employee to each of the next higher pay Steps shall be automatic upon completion of six (6) months in pay Step 1 and/or twelve (12) months in each higher pay Step.

A.3 Generally - Employees shall receive wages according to the Five-Step Pay Plan based upon longevity set forth in Section A.1. Each Step (with the exception of the first Step which represents six (6) months) represents one (1) full year of longevity with the Employer in a particular job classification.

A.3.1 Longevity Increases - Increases to the next higher Step shall be made after an employee is paid at a given pay Step for one (1) full year. If the completion of such year occurs at other than the beginning of a semi-monthly pay period, the increase shall be effective at the beginning of the next semi-monthly pay period.

A.3.1.1 Effective upon the first day in a Teamster covered position, employees will receive a longevity incentive according to the following schedule. The longevity shall be rolled into the employee's base rate of pay.

5 years	0.5% of base pay rate
10 years	1.0% of base pay rate
14 years	1.5% of base pay rate
19 years	2.0% of base pay rate
25 years	2.5% of base pay rate

A.3.2 Promotional Reclassification - An employee promoted from one classification to another shall be placed into the lowest pay Step of the higher classification which still provides for a salary higher than that currently being received by the promoted employee; provided however, an employee promoted to Leadperson, upon completion of one (1) year in such position, shall be placed into the lowest pay Step which provides for a salary higher than that currently being received by the employees he leads.

A.3.3 Demotional Reclassification - An employee demoted from one classification to another shall be placed into the Step affording the same number of year(s) longevity the employee had prior to demotion.

A.3.4 Working out of Classification - When an employee is assigned to the duties of a higher classification involving the use of heavy equipment for a consecutive period of one (1) full working day, the employee shall be compensated at the lowest pay step of the higher classification which provides an increase of salary for those hours worked subsequent to the first working day during the period of the assignment. Out-of-classification time shall be

claimed each workday on the daily employee report form as specified by the Employer. This Section shall not apply to on-the-job training. An employee may request a training status review to determine whether the employee has completed training. For the purposes of this Section, "heavy equipment" shall be defined as backhoe, large loader, grader, sweeper, tv-unit, mower, jet truck and vactor truck.

A.3.4.1 When an employee is assigned to the duties of a higher classification other than as set forth in Section A.3.4, the employee shall be compensated at the higher rate of pay for all consecutive scheduled hours worked after three (3) consecutive shifts worked. The compensation shall be retroactive, beginning with the first hour of the assignment. Employees who fill in for their Manager (a non-bargaining unit position) shall be compensated for such duty at seven and a half percent (7.5%) above their regular hourly rate of pay.

A.4 Education Policy and Tuition Reimbursement- Employees shall be eligible for reimbursement paid for a job-related course of instruction in accordance with City policy.

A.4.1 All outside training and education must be pre-approved by management. Before attending a class, workshop, or conference, a written request must be submitted and must have an approval signature before attending the class, workshop or conference.

A.4.2 If the pre-approved class, workshop, or conference falls on your scheduled day(s) off, this will be considered overtime and you will be given one and one-half (1 1/2) times your regular straight-time hourly rate of pay or compensatory time, at your choice. (Maximum accrual of compensatory time applies.) Or, an alternative work schedule will be implemented.

A.4.3 If the pre-approved class, workshop, or conference is scheduled for evening hours, then this will be considered your own time, unless management requires that you take the class at which point it is viewed as overtime eligible per Article 4.2.

A.4.4 If you are dismissed from your class three (3) hours or more from the end of your shift, then you are expected to report back to work. You have the option of using vacation or compensatory time for the remainder of your shift after subtracting travel time from the class location back to work.

A.4.5 If you are attending a class during the day and you are scheduled to work swing shift or graveyard, you will not be required to report to work. Early dismissal from your class will follow the same policies that apply to day-shift employees.

A.4.6 Employees who work swing shift or graveyard have the option of changing his or her work schedule from swing shift or graveyard to working day shift while they are attending classes, workshops or conferences.

A.4.7 When attending a conference or workshop, you are required to attend the classes being provided.

A.4.8 Documentation for CEUs or credits must be turned in to your Supervisor upon completion of the classes, workshops or conferences.

A.5 Treatment Plant Classification Premium - Employees who work at the Wastewater Treatment Plant that can perform Operator duties and are available to be scheduled to work weekends, holidays, swing shift and graveyard shifts shall be compensated three percent (3%) per hour of their hourly rate of pay in addition to their regular straight-time hourly rate of pay upon obtaining and maintaining a Washington State "Wastewater Treatment Plant Operator" Certificate of Competency, Group III or higher.

A.6 Building Operator Premium - Employees assigned to this job classification shall be compensated three percent (3%) of their hourly rate of pay in addition to their regular straight-time hourly rate of pay upon obtaining and maintaining a Building Operator Certification II as recognized by the State of Washington Department of General Administration.

A.7 Employees shall be compensated for work related calls at home. The telephone call will be paid at a fifteen (15) minute increment at a double-time rate. Calls which qualify for pay will only be limited to either extremely urgent situations that cannot wait to be addressed until the following working day or calls that are approved by the Division Supervisor. When an employee is assigned to Street/Storm Watch (Street/Storm), Waterwatch (Water/Sewer) or Stand-by Operator (Treatment Plant) duties, compensation for calls at home shall be included as part of the minimum weekly base pay. Time spent on a laptop computer connected to the City SCADA system shall be considered a phone call and paid at the minimum rate and shall apply to staff assigned to Waterwatch or Stand-by Operator duties.

A.8 Cell phones and pagers are not required to be carried by employees outside of the employee's working hours except for employees assigned to Waterwatch or Stand-by Operator duties. If the City, in the future, does require any employee to carry a cell phone or pager outside of the employee's working hours, the employee will be considered "On-Call." Prior to implementing this requirement, the contract will be reopened and the compensation negotiated.

A.9 Waterwatch (Water/Sewer Div) - Employees assigned to the Waterwatch shall be guaranteed a minimum of twelve (12) hours pay per week at the overtime rate.

A.9.1 Employees assigned to Waterwatch shall not be required to perform duties normally performed by Street Division personnel except in emergencies, in which case they shall be compensated pursuant to the callback provisions of this Agreement; provided however, this provision shall not apply when an employee on Waterwatch is called out to perform Water/Sewer Division work and during said callback also performs less than one (1) hour of work normally performed by Street Department personnel.

A.9.2 Notwithstanding any other provision of the Agreement to the contrary, Waterwatch (WW) duties for the Water and Sewer Divisions shall be performed and compensated in the following manner:

A.9.2.1 The employee assigned WW shall answer and log all phone calls and state in the log how each call was handled (examples - customer outside of city, see truck report, suggested customer call plumber, etc.)

A.9.2.2 The employee shall first try to solve the customer's need over the telephone if it is possible.

A.9.2.3 The employee shall verify telemetry problems over the telephone or by use of the Employer-issued lap top computer.

A.9.2.4 The WW employee should assess the situation by determining the following:

- Is or may the problem cause property damage?
- Can the problem wait to be repaired during business hours?
- Can I take care of the problem?
- Do I need to call a crew out?
- Is the problem Water/Sewer related?

.9.2.5 If a crew is needed, the WW employee shall call additional employees. When time permits the WW employee shall contact a Leadworker or Supervisor.

A.9.2.6 The WW employee should not only determine which course of action to take, but shall also stay with the job until it is completed, unless another emergency call-out occurs which requires the WW employee's attention.

A.9.2.7 WW employees shall be compensated when they respond to a Call-out in the following manner:

A.9.2.7.1 Call-out time for WW purposes starts when the WW employee arrives at the Edmonds City facilities, and ends when leaving the Edmonds City facilities at the end of the job.

A.9.2.7.2 A Call-out shall be paid at one and one-half times (1-1/2) the employee's regular hourly rate of pay, with a two (2) hour minimum (Example: If a Call-out takes one (1) hour, the WW employee shall be paid two (2) hours at one and one-half (1-1/2) times his regular hourly rate of pay. If a Call-out takes two and one-half (2-1/2) hours, the WW employee shall be paid two and one-half (2-1/2) hours at one and one-half (1-1/2) times his regular hourly rate of pay). Employees responding to call-outs shall receive an additional one (1) hour of pay, paid at the straight-time rate for each call-out.

A.9.2.7.3 If a WW employee is called out on a job that lasts in excess of three (3) hours, the entire time shall be paid at two (2) times his regular hourly rate of pay. This provision shall apply only if a single Call-out requires an entire three (3) hour work assignment, and not for multiple Call-outs that add up to more than three (3) hours.

A.9.2.7.4 If the WW employee receives several calls in a row that must be responded to in the field, then the first call shall qualify for the two (2) hour minimum, as set forth in Section A.9.2.7.2. If more calls are responded to within that two (2) hour time period, the work shall be considered part of the original two (2) hours. If the work takes longer than two (2) hours, then the WW employee shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay until its completion.

A.9.2.7.5 If a call needing a response is received after the two (2) hour minimum guarantee is concluded and all the work associated with the Call-outs taken during the two (2) hour period at issue are completed, then another two (2) hour minimum shall apply.

A.9.2.7.6 When the WW employee is responding to a call, and the problem is a Street Division related problem, the WW employee should notify the priority person within the Street Division. If the problem can be resolved within one (1) hour (i.e., such as storm grate being plugged, a barricade needing to be set up, a minor roadway flooding, etc.,) the WW employee shall perform the work and shall be compensated in accordance with Section A.9.2.7.2 herein.

A.10 Stand-by Operator (Treatment Plant) - Employees assigned on "Stand-by" shall be guaranteed a minimum of eighteen (18) hours base pay per week or an equivalent daily pro-rated amount.

A.10.1 Agreement Term - This standby operator agreement will be in effect for this contract term and may be terminated upon mutual agreement of both parties.

A.10.2 A Stand-by Operator must have the ability to respond in accordance with established City policies.

A.10.3 Stand-by Operations are in effect during the hours that the plant is not staffed. If the plant is scheduled to be in operation twenty-four (24) hours a day (three (3) shifts) the Stand-by Operations duties are cancelled. Notice of cancellation must be given prior to the last day worked or a minimum of twenty-four (24) hours.

A.10.4 Notwithstanding any other provision of the Agreement to the contrary, Stand-by Operator duties for the Treatment Plant Division shall be performed and compensated in the following manner:

A.10.4.1 The employee assigned Stand-by shall answer and log all phone calls the next working day.

A.10.4.2 The employee shall first try to solve the customer's need over the telephone if it is possible.

A.10.4.3 The employee shall verify alarms over the telephone or by use of the Employer-issued lap top computer.

A.10.4.4 The Stand-by employee should assess the situation by determining the following:

- Is or may the problem cause property damage?
- Can the problem wait to be repaired during business hours?
- Can I take care of the problem?
- Do I need to call a crew out?
- Is the problem Water/Sewer related?

A.10.4.4.1 If a crew is needed, the Stand-by employee shall call additional employees. When time permits the Stand-by employee shall contact a Leadworker or Supervisor.

A.10.5 The Stand-by employee should not only determine which course of action to take, but shall also stay with the job until it is completed, unless another emergency call-out occurs which requires the Stand-by employee's attention.

A.10.6 Stand-by employees shall be compensated when they respond to a Call-out in the following manner:

A.10.6.1 Call-out time for Stand-by purposes starts when the Stand-by employee arrives at the Edmonds City facilities and ends when leaving the Edmonds City facilities at the end of the job.

A.10.6.2 A Call-out shall be paid at one and one-half times (1-1/2) the employee's regular hourly rate of pay, with a two (2) hour minimum (Example: If a Call-out takes one (1) hour, the Stand-by employee shall be paid two (2) hours at one and one-half (1-1/2) times his regular hourly rate of pay. If a Call-out takes two and one-half (2-1/2) hours, the Stand-by employee shall be paid two and one-half (2-1/2) hours at one and one-half (1-1/2) times his regular hourly rate of pay). Employees responding to call-outs shall receive an additional one (1) hour of pay, paid at the straight time rate for each call-out.

A.10.6.3 If a Stand-by employee is called out on a job that lasts in excess of three (3) hours, the entire time shall be paid at two (2) times his regular hourly rate of pay. This provision shall apply only if a single Call-out requires an entire three (3) hour work assignment, and not for multiple Call-outs that add up to more than three (3) hours.

A.10.6.4 If the Stand-by employee receives several calls in a row that must be responded to in the field, then the first call shall qualify for the two- (2) hour minimum, as set forth in Section A.10.6.2. If more calls are responded to within that two- (2) hour time period, the work shall be considered part of the original two (2) hours. If the work takes longer than two (2) hours, then the Stand-by employee shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay until its completion.

A.10.6.5 If a call needing a response is received after the two- (2) hour minimum guarantee is concluded and all the work associated with the Call-outs taken during the two (2) hour period at issue are completed, then another two (2) hour minimum shall apply.

A.11 Street/Storm Watch (Street/Storm Div) - Employees assigned to the Street/Storm Watch shall be guaranteed a minimum of twelve (12) hours pay per week at the overtime rate.

A.11.1 Employees assigned to Street/Storm Watch shall not be required to perform duties normally performed by Water/Sewer Division personnel except in emergencies, in which case they shall be compensated pursuant to the callback provisions of this Agreement; provided however, this provision shall not apply when an employee on Street/Storm Watch is called out to perform Street/Storm Division work and during said callback also performs less than one (1) hour of work normally performed by Water/Sewer Department personnel.

A.11.2 Notwithstanding any other provision of the Agreement to the contrary, Street/Storm (SSW) duties for the Street and Storm Divisions shall be performed and compensated in the following manner:

A.11.2.1 The employee assigned SSW shall answer and log all phone calls and state in the log how each call was handled (examples - customer outside of city, see truck report, suggested customer call plumber, etc.)

A.11.5.2 The employee shall first try to solve the customer's need over the telephone if it is possible.

A.11.5.3 The SSW employee should assess the situation by determining the following:

- Is or may the problem cause property damage?
- Can the problem wait to be repaired during business hours?
- Can I take care of the problem?
- Do I need to call a crew out?
- Is the problem Street/Storm related?

A.11.5.4 If a crew is needed, the SSW employee shall call additional employees. When time permits the SSW employee shall contact a Leadworker or Supervisor.

A.11.5.5 The SSW employee should not only determine which course of action to take, but shall also stay with the job until it is completed, unless another emergency call-out occurs which requires the SSW employee's attention.

A.11.5.6 SSW employees shall be compensated when they respond to a Call-out in the following manner:

A.11.5.6.1 Call-out time for SSW purposes start when the SSW employee arrives at the Edmonds City facilities, and ends when leaving the Edmonds City facilities at the end of the job.

A.11.5.6.2 A Call-out shall be paid at one and one-half times (1-1/2) the employee's regular hourly rate of pay, with a two (2) hour minimum (Example: If a Call-out takes one (1) hour, the SSW employee shall be paid two (2) hours at one and one-half (1-1/2) times his regular hourly rate of pay. If a Call-out takes two and one-half (2-1/2) hours, the SSW employee shall be paid two and one-half (2-1/2) hours at one and one-half (1-1/2) times his regular hourly rate of pay). Employees responding to call-outs shall receive an additional one (1) hour of pay, paid at the straight-time rate for each call-out.

A.11.5.6.3 If a SSW employee is called out on a job that lasts in excess of three (3) hours, the entire time shall be paid at two (2) times his regular hourly rate of pay. This provision shall apply only if a single Call-out requires an entire three (3) hour work assignment, and not for multiple Call-outs that add up to more than three (3) hours.

A.11.5.6.4 If the SSW employee receives several calls in a row that must be responded to in the field, then the first call shall qualify for the two (2) hour minimum, as set forth in Section A.11.5.6.2. If more calls are responded to within that two (2) hour time period, the work shall be considered part of the original two (2) hours. If the work takes longer than two (2) hours, then the SSW employee shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay until its completion.

A.11.5.6.5 If a call needing a response is received after the two (2) hour minimum guarantee is concluded and all the work associated with the Call-outs taken during the two (2) hour period at issue are completed, then another two (2) hour minimum shall apply.

A.11.5.6.6 When the SSW employee is responding to a call, and the problem is a Water/Sewer Division related problem, the SSW employee should notify the priority person within the Water/Sewer Division. If the problem can be resolved within one (1) hour (i.e., such as sewer manhole cover being reset, a meter needing to be turned off, minor landscaping flooding, etc.,) the SSW employee shall perform the work and shall be compensated in accordance with Section A.11.5.6.2 herein.

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

By Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Date 10-14-15

CITY OF EDMONDS, WASHINGTON

By David O. Earling
David O. Earling
Mayor

Date 10.2.15

APPENDIX "B"

LETTER OF INTENT
by and between
CITY OF EDMONDS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Department Maintenance Employees)

January 01, 2015 through December 31, 2017

THIS LETTER OF INTENT is entered into by and between the CITY OF EDMONDS, WASHINGTON (the "City") and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters (the "Union"). It is understood and agreed by and between the City and the Union as follows:

WHEREAS, the City and the Union have reached an agreement on the 2015-2017 Collective Bargaining Agreement ("CBA"), which includes new provisions relating to the employment of Seasonal & Temporary Employees; and

WHEREAS, the parties agree that it will serve the interests of all parties to clarify the parties' understanding with respect to such employees, and therefore wish to do so in this Letter of Intent, which shall be incorporated into the CBA by reference;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the City and Union hereby agree as follows:

1. Definition of Seasonal & Temporary Employees. The provisions of Section 1.2.2 of the Union's CBA defining Seasonal & Temporary Employees shall be understood to mean as follows:

    a. Such an employee who works less than 347 hours in a twelve (12) consecutive month period shall not be considered a member of the Union and his/her employment shall not be governed by the provisions of the CBA.
    b. Such an employee who works between 347 and 1,039 hours in a twelve (12) consecutive month period shall be considered a member of the Union, with limited application of the CBA, and his/her employment shall be governed by the CBA articles specifically set forth in Section 1.2.2 of the CBA.
    c. Such an employee who works 1,040 hours or more in a twelve (12) consecutive month period shall be considered a member of the Union and his/her employment shall be governed by all of the articles of the CBA.

2. Accumulation of Hours From Year to Year. It is intended that, if a Seasonal or Temporary Employee has a twelve (12) month break in service, beginning the day after his/her last day of work at the City, before reemployment with the City, the twelve (12) consecutive month calculation period referenced in Section 1.2.2 of the CBA shall be deemed to have terminated and will begin again. If such an employee has such a twelve (12) month break in service, his/her hours shall not accumulate from year to year for purposes of the calculation of hours worked under Section 1.2.2 of the CBA. If such an employee does not have a twelve (12) month break in service, his/her hours shall accumulate from year to year for such purposes.

3. Clarification of Rights of Seasonal & Temporary Employees. Seasonal & Temporary Employees shall not at any time be deemed:

    a. to be Regular Full-Time or Regular Part-Time employees of the City, as those terms are defined in the City Personnel Policies;

b. to have completed the probationary period set forth in the CBA at any time;

c. to have been "laid off" at the end of each season, as that term is understood in the City Personnel Policies and the CBA;

d. to have seniority or bumping rights as those terms are defined in the CBA.

4. Examples for Clarification. The following examples are provided for the purpose of further clarifying the agreements set forth above.

a. Chris works 330 hours during the 2016 season (30 hours per week for 11 weeks from the beginning of April to mid-June). Chris is rehired for eight weeks in July and August 2017. Because Chris has had a twelve (12) consecutive month break in service between June 30, 2016 and July 1, 2017, Chris will not be considered a Union employee, and the twelve (12) consecutive month calculation period begins again on July 1, 2017. Similarly, if Chris works fewer than 347 hours in 2016 and is not rehired in 2017, but is rehired in 2018, Chris will not be considered a Union employee, and the twelve (12) consecutive month calculation period begins again on the first day of work in 2018.

b. Shawn works 20 hours a week for 16 weeks in 2016, for a total of 320 hours. In 2017, Shawn works the same schedule. After the first 27 hours in 2017, Shawn will have worked more than 347 hours, and by the end of the season will have worked less than 1,040 hours within a 12 consecutive month period. Therefore, Shawn will be considered a Union member, must pay Union dues and initiation fee, and will be covered by the limited articles of the CBA set forth in Section 1.2.2 thereof.

c. Pat works 330 hours in 2016 and 700 hours in 2017. After reaching 347 hours in the second year, Pat becomes a Union member whose employment is covered by the limited articles of the CBA set forth in Section 1.2.2 thereof. After reaching 1,040 hours in 2017, Pat will be considered a Union member whose employment will be covered by all of the articles of the CBA until Pat's employment ends or there is a twelve (12) consecutive month break in service, after which the calculation period begins again.

d. Lynn works 700 hours in 2016 and again in 2017. Lynn will become a Union member during 2016 (and covered by the limited articles of the CBA set forth in Section 1.2.2 thereof), and will remain a Union member during 2017 after reaching 1,040 hours (and covered by all of the articles of the CBA) until Lynn's employment ends or there is a twelve (12) consecutive month break in service, after which the calculation period begins again.

This Letter of Intent is effective upon signing and shall be incorporated by reference into the 2015-2017 CBA.

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

By _____
Scott A. Sullivan
Secretary-Treasurer

Date 10-14-15

CITY OF EDMONDS, WASHINGTON

By _____
David O. Earling
Mayor

Date 10.2.15

ATTEST/AUTHENTICATED:

By _____
Scott Passey, City Clerk

APPROVED AS TO FORM:

By _____
Office of the City Attorney