

# AGREEMENT

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, 2022 through December 31, 2024

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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            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 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 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 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 Stand-by
- 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 Employer 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 of the bargaining unit 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 employee is employed. If a Seasonal/Temporary employee has a break in service (separation from employment with the Employer) 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 Employer 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 Employer 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 Employer and the Union is attached to this collective bargaining agreement (see "Appendix B") and provides further definition and clarification of Section 1.2.

1.3

Payroll Deduction - The Employer shall make deductions for Union dues and delinquent dues and delinquent initiation fees (to the extent the Employer has the capability or authority to do so) from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. The Employer 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. The Employer will stop deducting such dues/fees from employees who revoke consent, in writing, to the Employer; the Employer will promptly provide the Union a copy of the written revocation. 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 and New Hire Orientation - Within fifteen (15) days from the date of hire of all new full-time, part-time and seasonal/temporary employees, the Employer shall forward to the Union the name, address, telephone number and Social Security number of the new employees. The Union and a shop steward will be provided thirty (30) minutes during a new employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This generally shall occur within the first two (2) weeks of an employee's date of hire, but shall occur no later than ninety (90) calendar days from the date of hire. Employees have the option to attend or not attend the orientation. 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 beginning with the month following the month in which the parties come to an agreement regarding the details of the Employer assuming the obligations of becoming a "Participating Employer."

## 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 their job or be discriminated against for this reason. The parties agree, consistent with Article 3.3, that 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 and gender identity, 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 any 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 Employer, 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 designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement; provided however, they 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 STAND-BY

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.

(a) 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 during each calendar week, provided, however, employees with mutual written agreement with their Supervisor may on occasion work schedules that modify this provision in regard to the number of consecutive days off during each calendar week.

(b) 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 written agreement of the Employer and the employee.

4.1.2      Schedule Changes - 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.

(a) If the Employer changes an employee’s schedule with less than two (2) weeks’ written notice, the employee shall be compensated at one and one-half (1.5) times the employee’s straight-time hourly rate for all hours that fall outside the employee’s normal schedule.

(b) 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 – Overtime is paid for hours worked in addition to the daily and/or weekly work schedule. Overtime is paid at the rate of one and one-half (1.5) times the employee’s straight-time hourly rate of pay. In addition, the following provisions apply to the payment of overtime:

- (a) Whenever practical, overtime will be authorized in advance by an employee's Supervisor.
- (b) Overtime worked for four (4) hours or more 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 (1.5) times the employee's regular straight-time hourly rate of pay.
- (c) Overtime that is not consecutive with the regular scheduled shift shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (d) The Employer agrees to continue the current practice of paying employees for overtime worked beyond their daily and/or weekly schedule as long as the employee is compensated for all scheduled hours occurring in the work week.
- (e) 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.

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

4.3 Callback - An employee who is called back after completing their regular shift or called back on their day or days off, shall be guaranteed three (3) hours compensation at one and one-half (1.5) times the employee's regular straight-time rate of pay, except when the callback is initiated between the hours of 12:00 midnight and 5:00 A.M., in which case the minimum callback compensation shall be four (4) hours compensation at the rate of one and one-half (1.5) times the employee's regular straight-time rate of pay.

- (a) Callout of employees on Stand-by Duty is governed by the provisions of Appendix A, Paragraphs A.8, A.9, A.10 and their subsections.

4.3.1 Response Premium - An employee who is called back, and responds to the emergency callback within forty-five (45) minutes, shall be compensated at two (2) times their 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 they arrive at City facilities or the job site, whichever is more practical given the assignment location.

4.3.2 Whenever an employee is working under the overtime guaranteed hours understanding, they 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 Weekend Pay - All hours worked on Saturday and/or Sunday by any employee covered by this Agreement with the exception of employees assigned to a regular work week which includes Saturday and/or Sunday shall be compensated at the rate of one and one-half (1.5) times the employee's regular straight-time rate of pay, regardless of the hours worked by such employees during the immediately preceding work week.

4.5 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 their regular rate of pay; provided however, unscheduled callbacks shall be paid at the overtime rate.

- 4.6 Shift Differential – Employees who work between the hours of 6:00 PM and 12:00 midnight 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 midnight 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.
- (a) 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 and shall be memorialized in writing.
- 4.6.1 Employees who work between the hours of 12:00 midnight 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 midnight 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.
- 4.6.2 In no case shall compounding or pyramiding of shift differential rates be allowed.
- 4.7 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 the work shift and another paid fifteen (15) minute rest period during the second half of the work shift.
- 4.8 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.
- (a) If employees are required to remain at the Employer's facility in order to respond to work demands during the meal period, the employee shall receive pay for the entire meal period (e.g., a WWTP Operator who is required to remain at the plant during the meal period would be paid for the meal period). For purposes of this Section, "required" shall mean a Supervisor or Manager has specifically directed an employee that they must stay on site and attend to work responsibilities during their meal period. No employee shall waive their meal period in order to end the work day early.
- 4.9 Compensatory Time – Overtime pay may be converted at the employee's discretion to compensatory time at a rate in accordance with Section 4.2. In addition, the following provisions apply to the accrual and use of compensatory time:
- (a) A maximum of eighteen (18) hours of Stand-by Duty pay may be converted to compensatory time on an annual basis.
- (b) Maximum accruals of compensatory time shall be limited to forty-eight (48) hours at any one time. After the maximum accrual is reached, overtime will be compensated at the rate defined in Article 4.2.
- (c) The maximum compensatory time usage is ninety-six (96) hours in a calendar year. All hours requested for usage in excess of ninety-six (96) hours will be paid at the rate defined in Article 4.2.
- (d) Use of accrued compensatory time must be approved by the employee's Supervisor.

(e) Accrued compensatory time may be converted to pay at any pay period at the employee's request.

4.10 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 fifteen (15) minutes will be allowed in cases where the employee needs to shower.

4.11 Special Services Pay – During times of health and/or safety emergent events, it is essential that the Employer continue to provide public services. Therefore employees shall be expected to make every possible effort to remain at work or report to work at the Employer facility of their normal report. Should the Mayor or designee declare a health and/or safety emergency wherein employees covered by this Agreement who, due to the nature of their work, are required by the Employer to continue to physically report to their on-site work stations shall be eligible for Special Services pay. Eligible employees shall be compensated with an additional three percent (3%) added to their straight-time hourly rate of pay for all hours worked during such health and/or safety emergency. Special Services Pay shall continue for up to two (2) weeks per such health and/or safety-related event.

## 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 their 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 their 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 their option, and/or the Employer, at its option, may return the employee to their 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 to the present.

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

- Justified termination of employment.
- Voluntary quit.



- Layoff or approved leave of absence due to illness or injury for a period exceeding twelve (12) months.
- Temporary/Seasonal employees are subject to the seniority provisions of Article 1.2 and Appendix B.

5.3 Layoff - In the event of layoff, the bargaining unit and the Union shall be given at least one (1) written notice at least forty-five (45) calendar days in advance.

- (a) 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;
- (b) 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;
- (c) 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.

- (a) The Employer shall have no obligation to recall an employee after they have been on continuous layoff for a period of two (2) years.
- (b) The Employer shall send written notice, postage paid, certified U.S. Mail to the last address provided in Employer employment records. The notice shall be deemed received two (2) business days following its mailing.
- (c) The employee must accept the offer to rehire within five (5) consecutive business days following the receipt, not including Saturdays and/or Sundays.

5.5 Position Vacancies - While nothing contained in this Article constitutes a bargaining unit right of first refusal to open positions, the Employer is committed to promoting and hiring from within as a general matter. Therefore, when a job opening occurs within the bargaining unit, the Employer shall first post the job announcement internally for a period of at least five (5) working days unless the parties mutually agree to a shorter time for in-house posting. Copies of the notice shall be sent to the Shop Steward and the Union on the day of posting. All qualified bargaining unit members may apply. Those who meet the minimum qualifications will be placed into a pool of qualified applicants.

The Employer shall evaluate the internal pool of qualified bargaining unit applicants prior to extending the recruitment to other City employees or external candidates. Applicants will be evaluated on the basis of skills, abilities, education, training, demonstrated team work and job performance and overall suitability. Seniority may be considered as a potential tie breaker if all else is equal between two internal candidates.

If the Employer declines to extend an offer to any of the applicants in the internal pool, the Employer may thereafter post the job opening to other City employees and external applicants. In such cases, employees who applied through the internal posting process shall be allowed to compete in the external process as well. Qualified bargaining unit members from the internal pool of applicants who are not ultimately selected for the open position may request a meeting with the hiring authority to discuss the reason or reasons that they were passed over for the open position.

5.5.1 Transfers - To assist the employee in seeking and obtaining alternative job opportunities within the Teamsters' bargaining unit, the Employer may 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 Employer's needs.

- (a) The Employer will first evaluate the current skills, abilities, demonstrated team work, and job performance of the employee seeking to obtain the potential alternative job opportunity within the City to determine the employee's suitability for further training and education needed to transition to the alternative job opportunity.
- (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 who apply for the open position in accordance with Section 5.5 above. The testing shall be a standard test developed per Division by the Employer to ensure that the employee can perform the essential functions of the job.
- (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, seniority may be considered as a potential tie breaker.

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 Year's Day	Veterans' Day
Martin Luther King Jr. Birthday	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Memorial Day	Day Before Christmas Day
Independence Day	Christmas Day
Juneteenth (June 19)	
Labor 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            WWTP Holiday Leave Bank – This Section applies only 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, all WWTP employees shall be paid for the holidays listed in Section 7.1 regardless upon which day in the week the holiday falls. This pay shall be in the form of a Holiday Leave Bank. The following provisions apply:

- (a) The WWTP Holiday Leave Bank is based on the number of hours in the longest shift available to eligible employees, times the number of holidays listed in Section 7.1. At the time of ratification of this Agreement, the number of hours in the longest available shift is ten (10) hours. In the event the number of hours in the longest available shift changes, all eligible employees' Holiday Leave Banks will be increased or decreased by the change in the number of hours in the longest available shift times the number of holidays remaining in the calendar year. (For example, if twelve [12] hour shifts were implemented on June 1, 2023, all eligible employees would have sixteen [16] hours added to their Holiday Leave Banks, which is two [2] hours times eight [8] remaining holidays.)
- (b) Employees will have their Holiday Leave Bank "front-loaded" effective the first pay period in January 2023, and effective the first pay period of each calendar year thereafter. All Holiday Leave Bank hours are eligible for use as soon as they are banked.
- (c) Holiday Leave Bank hours may be scheduled for use either on a holiday or on a different day off at a time mutually agreed upon by the employee and their Supervisor.

- (d) If any work is performed by an employee on a holiday, additional compensation at the rate defined in Section 7.3 shall be paid, in addition to the Holiday Leave Bank hours.
- (e) No employee shall be called in to work on a holiday for less than the callback rate identified in Article 4.3.
- (f) If a holiday occurs during an employee's vacation, the employee may choose to use their vacation or their eligible Holiday Leave Bank hours for the holiday.
- (g) When employees terminate employment prior to year-end, they will be paid out only for unused Holiday Leave Bank hours for holidays that occurred through their date of termination.
- (h) In the event an employee terminates their employment and used more Holiday Leave Bank hours than the number of holidays that occurred through their date of termination, the excess hours will be deducted from their final paycheck.
- (i) It is an employee's responsibility to schedule and use their Holiday Leave Bank hours. Any remaining unused holiday hours still in an employee's Holiday Leave Bank on December 31 of each year shall be forfeited without any additional compensation. However, if the Employer requires an employee to cancel a prescheduled Holiday Leave Bank day off during the months of November and/or December, the holiday(s) may be carried over to be used within sixty (60) days of the new calendar year.
- (j) Eligible part-time WWTP employees will receive benefits under this Article that are pro-rated based on their full-time equivalent percentage.

## 7.2

Eligible full-time employees not covered by Section 7.1.3 will be compensated for each holiday listed in Section 7.1 based on the employees' scheduled work day at their straight-time hourly rate for each holiday as follows:

- (a) An employee working a schedule of five (5) eight (8) hour days will be compensated for an eight (8) hour holiday.
- (b) An employee working a four (4) ten (10) schedule will be compensated for a ten (10) hour holiday.
- (c) 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 or an eight (8) hour holiday.
- (d) Employees working a schedule of 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) will be compensated for a twelve (12) or an eight (8) hour holiday.
- (e) Part-time employees will receive holiday pay on a pro-rated basis.
- (f) Employees are eligible for holiday pay if they are in paid status on the employee's regular scheduled work day preceding the holiday.
- (g) Employees whose employment is terminated immediately prior to a holiday are not entitled to holiday pay.
- (h) 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.

- 7.3 Holiday Pay - If any work is performed by an employee on the holidays listed in Section 7.1, the employee shall be compensated at one and one-half (1.5) times the employee's straight-time hourly rate, except for employees on Stand-by Duty, 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 a 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:

<u>YEARS OF EMPLOYMENT</u>	<u>HOURS OF VACATION</u>	<u>ACCRUAL RATE</u> <u>EFFECTIVE</u>
First 6 months	48 hours	7 <sup>th</sup> month (lump sum)
Second 6 months	40 hours additional	13 <sup>th</sup> month (lump sum)
2 through 4 years	88 hours	13 <sup>th</sup> month
5 through 9 years	128 hours	49 <sup>th</sup> month
10 through 14 years	168 hours	109 <sup>th</sup> month
15 through 18 years	176 hours	169 <sup>th</sup> month
19 through 25 years	192 hours	217 <sup>th</sup> month
26 years and thereafter	208 hours	301 <sup>st</sup> month

- 8.2 Vacations shall be scheduled with consideration to Divisional staffing assignments. All employees shall submit their requests for vacation between January 1 and March 15, 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 15, 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 Upon resignation or termination, except for terminations for theft, intentional destruction of property, workplace violence or similar instances of gross misconduct, an employee shall be entitled to payment for their unused accrued vacation. Employees on probation shall be allowed to use accrued vacation time following completion of six (6) continuous months of employment, subject to Departmental/Divisional scheduling guidelines.
- 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 Section 8.1 above. Sufficient annual vacation time will be scheduled in accordance with Section 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 accrue at the rate of eight (8) hours for each full calendar month of the full-time employee's service, provided that once an employee accrues a total of one thousand (1,000) sick leave hours, the accrual rate will reduce to one (1) hour of sick leave for every forty (40) hours worked per week and shall be subject to an annual carryover maximum of one thousand forty (1,040) hours. If an employee's total accrual drops below one thousand (1,000) hours, the standard accrual rate of eight (8) hours of paid sick leave per their percentage of full-time employee status will continue until the employee again reaches one thousand (1,000) hours. Part-time employees regularly working twenty (20) hours per week or more shall receive pro-rated sick leave; provided however, for Sections 9.1.1 through 9.1.3, a limit of eight hundred (800) hours shall apply.
- 9.1.1      Annual Leave Cash-out - 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. 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 the employee's 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      Accrued sick leave may be used for:
- (a) An absence resulting from an employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventive medical care;
  - (b) The need to care for a family member with a mental or physical illness injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, or care for a family member who needs preventive medical care;
  - (c) When the employee's workplace has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;
  - (d) For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW;

- (e) For purposes of this Section, "family member" means a child, including a biological, adopted or foster child, step-child, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status; a biological, adoptive, de facto or foster parent, step-parent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, a sibling or an individual who either regularly resides in the employee's home or where the relationship with the employee creates an expectation that the employee will care for the individual, *and* that individual depends on the employee for care.
- (f) For other circumstances if authorized by the Department Head.
- (g) 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 9.1.4.

9.1.5 The certificate of a physician and/or written report concerning the need for the sick leave may be required by the Employer for absences exceeding three (3) days, and if required, shall be supplied by the employee in order to qualify for sick leave with pay. The Employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

9.1.6 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.

9.1.7 State Labor and Industries has interpreted RCW 49.46.210 as rendering unlawful any programs that discourage employees from using sick leave. The parties agree to suspend the provisions of the Incentive Annual Leave Days Off program, as described in Sections 9.1.7 through 9.1.7.3. However, these provisions shall be reinstated in the event that a court of competent jurisdiction rules that such programs are lawful.

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:

<u>Hours of Sick Leave Usage Per Year</u>	<u>Annual Leave Hours Earned</u>
0	24
8	16
16	8
24+	0

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

9.1.7.2 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 9.1.7.

9.1.7.3 The Annual Leave Hours Earned correlating with Hours of Sick Usage as specified in Section 9.1.7, 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; son; daughter; mother; father; brother; sister; mother-in-law; father-in-law; brother-in-law; sister-in-law; grandparents; grandchildren and step relations. "Spouse" shall mean an individual who is married to an employee of the Employer under the laws of the state of Washington, or who is in a domestic partnership which is registered with or recognized by the state of Washington in accordance with the provisions of Chapter 26.60 RCW. Immediate family also refers to the spouse's relatives the same as designated for the employee.
- 9.3 Jury Duty Leave - The Employer 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 Employer policy - 8.6)
- 9.3.1 Payment provided by the courts during periods of paid jury duty must be paid over to the Employer, excluding expense reimbursement, such as mileage. (Existing Employer policy - 8.6)
- 9.3.2 Employees must provide their Supervisor with a copy of the jury duty summons as soon as possible after receiving it. (Existing Employer policy - 8.6)
- 9.3.3 Upon completion of jury duty, employees are required to provide their Supervisor with proof of jury duty service. (Existing Employer policy - 8.6)
- 9.3.4 If employees are dismissed from jury duty service three (3) hours or more from the end of their shift, then they are required to report back to work. Employees have the option of using vacation or compensatory time for the remainder of their shift after subtracting travel time from the court house to work.
- 9.3.5 If employees are required to attend jury duty service on their regular scheduled day(s) off, the Employer is not required to change their work schedule to assure that their jury duty service and work schedule overlap each other.
- 9.3.6 If employees are required to attend jury duty service and are scheduled to work swing shift or graveyard, they 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 their 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 or 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.



9.6 State Paid Family Medical Leave Act (PFML) - Employees are eligible for paid family medical leave consistent with the state PFML. The premium cost for the leave will be collected as follows:

- The Employer will pay for fifty-five percent (55%) of the premiums due for the medical leave portion, with the employee paying forty-five percent (45%) of the remaining premium.
- The Employer will pay one hundred percent (100%) of the premiums due for the family leave portion.
- Employees on PFML may use eligible leave balances to supplement their state leave per Employer Personnel Policies, Appendix E.

## 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 250 or AWC Kaiser Permanente Cooperative 200 Deductible/\$20 Co-Pay plan. 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 benefit 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. The Employer agrees to pay all fees for the establishment and maintenance of the FSA accounts for which it is legally allowed to pay.

### 10.2 Health Insurance Premiums

10.2.1 Full-Time Employees – Effective upon adoption of the Agreement by the Union and the Employer, but no later than January 1, 2023, for all eligible regular full-time employees and their eligible spouses and dependents, the Employer will pay one hundred percent (100%) of the employee aggregate premium and ninety percent (90%) of the aggregate premium costs for the employee's eligible spouse and/or dependents 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.

- 10.2.3 Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA/VEBA) - The Employer will establish an HRA/VEBA for each employee who is eligible and enrolled in or covered by one of the Employer's health insurance plans as described in Section 10.1.2. The Employer agrees to pay all fees for the establishment and maintenance of the HRA/VEBA accounts. Effective upon the dates listed below, the Employer agrees to make the following contributions to the HRA/VEBA accounts:

Year	Contribution
January 1, 2022	\$250
January 1, 2023	\$250
January 1, 2024	\$250

Union members, as a group, may vote to make contributions via payroll deduction to their HRA/VEBA account. The amount of the HRA/VEBA contribution may be adjusted by a majority vote of Union members, no more than once per year, and with appropriate notice to the Employer.

In addition to the amounts listed above, the Employer agrees to make a one-time contribution to the HRA/VEBA account of each participating employee in the amount of one thousand dollars (\$1,000.00). This contribution will be made as soon as is administratively possible following ratification.

By a majority vote of the ratifying bargaining unit employees, this one thousand dollar (\$1,000.00) sum shall be paid in cash along with other retroactive cash payments required by this Agreement.

### 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 – The Employer will provide State Industrial Insurance 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 them.

- 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 Employer. 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 Employer 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, 2023, the safety footwear allowance shall be two hundred and fifty dollars (\$250.00) annually.
- 11.3.2 Employees will receive their annual safety footwear allowance each January in their paycheck. The Employer will inform employees of the names of vendors that provide the Employer with a discount for safety footwear. Employees shall wear appropriate well-maintained footwear while on the job.
- 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. The Employer recognizes its duty to provide approved safety equipment to employees.
- 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.

- 11.8 The Employer has established surveillance cameras in some workplace locations. The Employer agrees to not engage in routine spot surveillance of employees, nor use the cameras to monitor routine employee performance of job duties.
- 11.9 The Employer will promptly inform an employee of any time card changes the Employer makes to the employee's time card.
- 11.10 In no case shall compounding or pyramiding be allowed.
- 11.11 Employees shall be eligible to receive free access to use the Employer's recreation facilities at Anderson Center and free passes to Yost Pool to be used during an employee's non-working hours.

## 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.
- 12.7 Employees aggrieved shall first work as instructed or directed and shall then be able to grieve such instruction or direction, except in the event of a genuine personal safety issue the employee may decline the assignment until the safety issue is resolved.

## 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 their 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 Verbal Warning notice; provided however, only disciplinary actions greater than a Final Written Warning notice may be processed beyond Step 3 of the grievance procedure.
- 14.2        Corrective action notices clearly shall identify the level of the discipline issued. 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:
- Documented Verbal Warning
  - Written Warning
  - Final Written Warning
  - Suspension/Demotion
  - Discharge
- 14.3        The Employer recognizes the right of an employee to Union representation during the investigative phase of corrective action. The employee must make a clear request for Union representation before or during the interview.
- 14.4        All notices for corrective action and/or discharge will be provided in writing to the affected employee(s) within thirty (30) business days (Monday through Fridays, excluding the holidays listed in Article 7) 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. In cases where the extension is needed because an employee under investigation is on leave or vacation, an extension automatically will be granted beginning the first day the employee is on leave. The Union shall be informed of the date the employee's leave began. The thirty (30) day timeline resumes the first day the employee returns to active duty.
- If the Employer places an employee on paid administrative leave, an extension shall be granted for the duration of the paid administrative leave.
- 14.5        All Verbal, Written and Final Written Warnings shall remain in effect for a period of twenty-four (24) months from the date the corrective action was issued. If no other disciplinary action is taken during such twenty-four (24) month period, the disciplinary notice shall be removed from the employee's file. A copy of any disciplinary action shall be emailed 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 employees have a grievance they shall immediately bring it to the attention of their 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 their Supervisor 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 their 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 their 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.

ARTICLE 16    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 are 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 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 Employer's Management LMCC representative and the Union Business Agent as determined by the discussion items for the meeting Agenda.

The Employer and the Union agree that the purpose of the Labor Management Conference Committee is to provide a forum for free and open discussion and collaboration. Accordingly all comments, writings and discussions used in LMCC meetings shall not be used as evidence for any unfair labor practice charge or contract grievance.

ARTICLE 17    SAVINGS CLAUSE

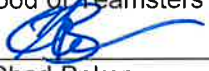
17.1        It is the intention for the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of the Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final 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        The terms and conditions of employment of this 2022 through 2024 Labor Agreement shall become effective upon its adoption by the Employer, except where noted otherwise in this Agreement, and shall remain in full force and effect through December 31, 2024, 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, 2024, 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   
Chad Baker  
Secretary-Treasurer

Date 1-18-23

CITY OF EDMONDS, WASHINGTON

By   
Mike Nelson  
Mayor

Date 1/25/23

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, 2022 through December 31, 2024

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, 2022, the monthly rates of pay for each classification covered by this Agreement shall be as follows:

Grade	Classification	STEP 1 00-06m	STEP 2 07-18m	STEP 3 19-30m	STEP 4 31-42m	STEP 5 43-54m
R	Unassigned	\$8726	\$9162	\$9620	\$10101	\$10606
Q	Unassigned	\$8310	\$8726	\$9162	\$9620	\$10101
P	WWTP Lead Operator	\$7915	\$8310	\$8726	\$9162	\$9620
O	WWTP Lead Maintenance Mechanic Lead Fleet Mechanic	\$7538	\$7915	\$8310	\$8726	\$9162
N	Stormwater Maintenance Lead Worker Street Maintenance Lead Worker Water Maintenance Lead Worker Sewer Maintenance Lead Worker Parks Maintenance Lead Worker City Electrician WWTP Senior Instrument Technician/Plant Electrician WWTP Senior Maintenance Mechanic WWTP Water Quality Analyst WWTP Operator 3	\$7179	\$7538	\$7915	\$8310	\$8726
M	Lead Building Maintenance Operator Senior Fleet Mechanic	\$6837	\$7179	\$7538	\$7915	\$8310
L	Cemetery Sexton WWTP Instrument Technician/Plant Electrician Water Quality Control Technician WWTP Senior Lab Technician Traffic Control Technician	\$6511	\$6837	\$7179	\$7538	\$7915



Grade	Classification	STEP 1 00-06m	STEP 2 07-18m	STEP 3 19-30m	STEP 4 31-42m	STEP 5 43-54m
K	WWTP Lab Technician WWTP Pre-Treatment Technician Senior Street Maintenance Worker-Cement Finisher WWTP Operator 2 Fleet Mechanic Parks Maintenance Mechanic Senior Storm Maintenance/GIS Worker Senior Sewer Maintenance Worker	\$6201	\$6511	\$6837	\$7179	\$7538
J	Field Arborist Building Maintenance Operator WWTP Maintenance Mechanic Senior Parks Maintenance Worker Senior Storm Maintenance Worker Senior Street Maintenance Worker Senior Water Maintenance Worker WWTP Operator 1	\$5906	\$6201	\$6511	\$6837	\$7179
I	Street Maintenance Worker Storm Maintenance Worker Water Maintenance Worker Parks Maintenance Worker Sewer Maintenance Worker	\$5625	\$5906	\$6201	\$6511	\$6837
H	Lead Custodian	\$5357	\$5625	\$5906	\$6201	\$6511
G	Unassigned	\$5102	\$5357	\$5625	\$5906	\$6201
F	Senior Meter Reader WWTP Operator-in-Training	\$4859	\$5102	\$5357	\$5625	\$5906
E	Maintenance Custodian Meter Reader	\$4628	\$4859	\$5102	\$5357	\$5625
D	Custodian	\$4407	\$4628	\$4859	\$5102	\$5357
C	Unassigned	\$4197	\$4407	\$4628	\$4859	\$5102
B	Seasonal/Temporary Worker	\$21.09	\$22.15	\$23.25	\$24.42	\$25.64

- 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 pay grade at a Step 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 pay grade at a Step 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 Fleet Mechanic and Meter Reader Progression
- A.1.3.1 Employees in the Fleet Mechanic classification, Step 5, who have been at Step 5 for at least six (6) months, shall be upgraded to Senior Fleet Mechanic classification pay grade at a Step 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).
- A.1.3.2 Employees in the Meter Reader classification, Step 5, who have been at Step 5 for at least six (6) months, shall be upgraded to the Senior Meter Reader classification pay grade at a Step 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).
- A.1.4 Effective January 1, 2022, in addition to the market adjustments captured in Appendix A.1 and Appendix C, all employees received a cost-of-living wage increase of five and one-half percent (5.5%), reflected in Appendix A.1.
- A.1.5 Effective January 1, 2023, the monthly rates of pay for each classification covered by this Agreement shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index semi-annual average from June 2021 to June 2022, with a minimum increase of one percent (1%) and a maximum increase of five and one-half percent (5.5%). 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-Bellevue area, as published by the Bureau of Labor Statistics.
- A.1.6 Effective January 1, 2024, the monthly rates of pay for each classification covered by this Agreement shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index semi-annual average from June 2022 to June 2023, with a minimum increase of four and one-half percent (4.5%) and a maximum increase of five and one-half percent (5.5%). 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-Bellevue 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 their total months of service as set forth in Appendix A, Section A.1. Each Step (with the exception of the first Step which represents six [6] months) represents twelve (12) months of service with the Employer in a particular job classification. The completion of the initial six (6) or twelve (12) month service period establishes the Step anniversary date used for future Step increases.

A.3.1 Pay Step Increases – Following the initial Step increase, future increases to each next higher pay Step shall be made automatically on an employee's Step anniversary after an employee is paid at a given pay Step for twelve (12) months. If the completion of such twelve (12) months 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

Effective January 1, 2023, the table above shall be void and replaced with the language and table below:

Longevity Incentive – Effective upon the first day in a bargaining unit position, employees will receive a longevity incentive according to the following schedule. The longevity incentive shall be rolled into the employee's base rate of pay.

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PREMIUM</u>	<u>EFFECTIVE DATE</u>
5 years	1.0% of base pay rate	61 <sup>st</sup> month of employment
10 years	1.5% of base pay rate	121 <sup>st</sup> month of employment
14 years	2.0% of base pay rate	169 <sup>th</sup> month of employment
19 years	2.5% of base pay rate	229 <sup>th</sup> month of employment
25 years	3.0% of base pay rate	301 <sup>st</sup> month of employment

The above incentives shall be effective upon the beginning of the next semi-monthly pay period following the date the employee completes the respective number of years (i.e., 5 years = 60 months of employment).

A.3.2 Promotional Reclassification - An employee promoted to a higher-paid classification shall be placed into the lowest pay Step of the higher classification which still provides for a salary at least five percent (5%) higher than that currently being received by the promoted employee. The date of promotion establishes a new Step anniversary date to be used for future Step increases in the position.

An employee promoted to a Lead classification shall be placed into the lowest pay Step which provides for a salary at least five percent (5%) higher than that currently being received by the employees they lead, not to exceed the top Step of the Lead classification pay grade.

A.3.3 Demotional Reclassification - An employee demoted from one classification to another shall be placed into the Step affording the same number of months of service the employee had prior to demotion.

A.3.3.1 The Union and the Employer agree that in the implementation of the provisions of this Agreement requiring "at least a five percent (5%) wage rate increase" the rules of rounding shall apply where a pay Step of any amount at or exceeding four and six-tenths percent (4.6%) shall be deemed to be five percent (5%). This reflects rounding of the wage scale adjustments as bargained, resulting in some Steps being less than five percent (5%).

- A.3.4 Working out of Classification – Unless otherwise specified, employees assigned to the duties of a higher classification shall be compensated at the lowest pay Step of the higher classification which provides an increase in salary of at least five percent (5%). The wage increase shall be paid as detailed in this Section, depending on the out-of-classification situation.
- (a) When an employee is assigned to the duties of a higher classification involving the use of heavy equipment for at least one (1) full shift worked, the wage increase will be effective immediately. 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.
  - (b) When an employee is assigned to the duties of a higher classification other than as set forth in Section A.3.4(a), for at least three (3) full consecutive shifts worked, the wage increase shall be retroactive, beginning with the first hour of the assignment.
- A.3.4.1 Employees assigned to fill in for their Supervisor or Manager (a non-bargaining unit position) shall be compensated for such out-of-classification duty after three (3) full consecutive shifts worked at the rate of seven and a one-half percent (7.5%) above their regular hourly rate of pay.
- (a) Employees assigned to fill in for their Supervisor or Manager (a non-bargaining unit position) for more than ten (10) full consecutive shifts worked will be paid Acting Pay in accordance with the Employer Personnel Policies, so long as they do not receive less than a seven and one-half percent (7.5%) increase. The compensation shall be retroactive, beginning with the first hour of the assignment.
- A.4 Education Policy and Tuition Reimbursement- Employees shall be eligible for reimbursement paid for a job-related course of instruction in accordance with Employer policy.
- A.4.1 All outside training and education must be pre-approved by management. "Outside training" as used in this Section refers to training that takes place only outside of the Edmonds city limits. 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 an employee's scheduled day(s) off, this will be considered overtime and the employee will be given one and one-half (1 1/2) times their regular straight-time hourly rate of pay or compensatory time, at the employee's choice. (Maximum accrual of compensatory time applies.) Or, an alternative work schedule will be implemented. This does not apply to approved classes taken where the main objective is for the employee to earn a college degree.
- A.4.3 If the pre-approved class, workshop, or conference is scheduled for evening hours, then this will be considered the employee's own time, unless management requires that the employee take the class at which point it is viewed as overtime eligible per Article 4.2.
- A.4.4 If the employee is dismissed from the class three (3) hours or more from the end of their shift, then the employee is expected to report back to work. The employee has the option of using vacation or compensatory time for the remainder of their shift after subtracting travel time from the class location back to work. At the discretion of the Manager, employees may use their personal vehicles instead of Employer vehicles for travel to and from outside training. No mileage will be paid for the usage of personal vehicles (when

authorized) when an Employer vehicle is made available. If an Employer vehicle is not made available for use and an employee uses their personal vehicle, mileage will be compensated at the rate set by the federal Internal Revenue Service on a per-mile basis.

- A.4.5 If an employee is attending a class during the day and is scheduled to work swing shift or graveyard, the employee will not be required to report to work. Early dismissal from 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 their work schedule from swing shift or graveyard to working day shift while they are attending classes, workshops or conferences. Shift changes with less than two (2) weeks' notice in this situation do not qualify for additional pay if the change is at the employee's request.
- A.4.7 When attending a conference or workshop, an employee is required to attend the classes being provided. Employees who travel by plane to conferences, workshops or other meetings for work-related matters shall be compensated for travel to and from the airport, as well as flight time, in accordance with state and/or federal law. Employees whose travel requires them to miss additional work time shall be compensated for these hours as required by state and/or federal law.
- A.4.8 Documentation for CEUs or credits must be turned in to an employee's Supervisor upon completion of the classes, workshops or conferences.
- A.4.9 Under the Washington Administrative Code, training and meeting time is generally interpreted to mean all time spent by employees attending lectures, meetings, employee trial periods and similar activities required by the Employer, or required by state regulations, and shall be considered hours worked. Online training, if required by the Employer, shall be performed on paid time.
- A.4.10 Employees who fail a test for a required certification or license shall be allowed to take the test again on paid work time and at the Employer's expense as long as the second attempt occurs within six (6) months of the initial failure. If the test for the certification or license is not available in six (6) months, then the employee may take the test as soon as it becomes available. If the employee fails the test a second time, the employee may, upon written approval from the employee's Division Manager, take the test a third time on paid work time, but the test fee will be at the employee's expense. Any additional attempts must be approved in writing by the employee's Department Director and will be made on the employee's own time (which may include vacation or compensatory time at the employee's request) and at the employee's expense. Employees must successfully obtain any required certification or license within the time frame specified in their position's job description or offer letter.

Testing scheduling, regardless of attempt, must be coordinated with and approved by the employee's Supervisor when the test occurs during the employee's work hours in order to ensure a minimal impact to Employer operations.


- A.5 Building Operator Premium - Employees assigned to the job classifications of Building Maintenance Operator, Maintenance Custodian or Custodian 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.6 At-Home Contact - Employees shall be compensated for work related contact at home. An at-home contact will be paid in a fifteen (15) minute increment at a double-time rate. Contacts 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 contacts that are approved by the Division Supervisor.
- (a) When an employee is assigned to Stand-by Duty, compensation for calls at home shall be included as part of the minimum weekly base Stand-by pay.
  - (b) Time spent on an electronic device connected to the Employer SCADA system shall be considered a phone call and paid at the minimum rate and shall apply to staff assigned to Stand-by Duty or other staff requested by a Supervisor to be available via electronic device after hours.
- A.7 Cell phones are not required to be carried by employees outside of the employee's working hours except for employees assigned to Stand-by Duty. If the Employer, in the future, does require any employee to carry a cell phone or other communication device 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.8 Stand-by Duty – In all departments, employees assigned to Stand-by shall be guaranteed a minimum of twelve (12) hours pay per week at one and one-half (1.5) times the employee's straight-time hourly rate of pay.
- A.9.1 Call-out of Employees on Stand-by Duty - Call-out time for Stand-by purposes starts when the Stand-by employee arrives at the Employer's facilities or job site, and ends when leaving the Employer's facilities or job site at the completion of the job.
- A.9.2 A Call-out for employees serving Stand-by Duty shall be paid at one and one-half times (1.5) 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 (1.5) times their regular hourly rate of pay. If a Call-out takes two and one-half (2.5) hours, the Stand-by employee shall be paid two and one-half (2.5) hours at one and one-half (1.5) times their 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.9.3 If an employee on Stand-by Duty is called out on a job that lasts in excess of three (3) hours, the entire time shall be paid at two (2) times their 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.9.4 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.9.2. 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 (1.5) times their regular hourly rate of pay until its completion.
- A.9.5 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.10 A Stand-by WWTP Operator must have the ability to respond in accordance with established Employer policies.
- A.10.1 Stand-by Operations are in effect during the hours that the WWTP is not staffed. If the plant is scheduled to be in operation twenty-four (24) hours a day the Stand-by duties are cancelled. Notice of cancellation must be given prior to the last day worked or a minimum of twenty-four (24) hours.
- A.11 Employees required by the Employer to be vaccinated may receive up to four (4) hours of compensable work time to accomplish such immunization.

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

By


  
Chad Baker  
Secretary-Treasurer

Date

1-18-23

CITY OF EDMONDS, WASHINGTON

By

  
Mike Nelson  
Mayor

Date

1/25/23

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, 2022 through December 31, 2024

THIS LETTER OF INTENT is entered into by and between the CITY OF EDMONDS, WASHINGTON (the "Employer") 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 Employer and the Union as follows:

The parties agree that it will serve the interests of all parties to clarify the parties' understanding with respect to Seasonal and Temporary employees, and therefore wish to do so in this Letter of Intent.

The City and Union hereby agree as follows:

1. Definition of Seasonal & Temporary Employees. The provisions of Section 1.2. 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 their 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 their employment shall be governed by the CBA articles specifically set forth in Section 1.2 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 their 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 their last day of work at the Employer, before reemployment with the Employer, the twelve (12) consecutive month calculation period referenced in Section 1.2 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, their hours shall not accumulate from year to year for purposes of the calculation of hours worked under Section 1.2 of the CBA. If such an employee does not have a twelve (12) month break in service, their 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 Employer, as those terms are defined in the Employer 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 Employer 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 bargaining unit member and will be covered by the limited articles of the CBA set forth in Section 1.2 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 bargaining unit member whose employment is covered by the limited articles of the CBA set forth in Section 1.2 thereof. After reaching 1,040 hours in 2017, Pat will be considered a Union bargaining unit 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 bargaining unit member during 2016 (and covered by the limited articles of the CBA set forth in Section 1.2 thereof), and will remain a Union bargaining unit 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 2022-2024 CBA.

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

CITY OF EDMONDS, WASHINGTON

By   
Chad Baker  
Secretary-Treasurer

By   
Mike Nelson  
Mayor

Date 1-18-23

Date 1/25/23

APPENDIX "C"  
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, 2022 through December 31, 2024


THIS APPENDIX is entered into by and between the CITY OF EDMONDS, WASHINGTON (the "Employer") 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 Employer and the Union as follows:

In the implementation of the results of the comprehensive market wage study performed by the Employer, the parties agree to the following terms:

1. Employees moving to new wage ranges shall be placed initially on the step they currently occupy in their wage range.
2. If a job classification was advanced one (1) or two (2) wage ranges higher on the scale, employees in that job classification also shall be advanced one (1) Step higher in their new wage range, unless the employee is already on the top step of their current wage range. Those employees shall be at the top step of their new wage range.
3. If a job classification was advanced three (3) or more wage ranges higher on the scale, employees in that job classification also shall be advanced two (2) Steps higher in their new wage range, unless the employee is already on the top step of their current wage range. Those employees shall be at the top step of their new wage range.
4. Employees at the WWTP who received market adjustment in February 2022 retroactively shall be adjusted onto a new Step, if applicable, in accordance with numbers 1 and 2 of this Appendix.
5. Employees who are no longer active employees with the Employer shall not be paid retroactive pay under this Agreement. Employees who remain active employees with the Employer shall receive retroactive pay, even if they have taken a position with the Employer outside the bargaining unit prior to ratification of this Agreement.

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

By

  
Chad Baker  
Secretary-Treasurer

Date

1-18-23

CITY OF EDMONDS, WASHINGTON

By

  
Mike Nelson  
Mayor

Date

1/25/23