

# **A G R E E M E N T**

by and between

CITY OF MUKILTEO, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND  
DRIVERS

LOCAL UNION NO. 763

(Representing the Office-Clerical Technical Employees)

January 01, 2023 through December 31, 2025

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TABLE OF CONTENTS

ARTICLE 1	RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION .....	1
ARTICLE 2	NON-DISCRIMINATION .....	2
ARTICLE 3	UNION RIGHTS .....	2
ARTICLE 4	HOURS OF WORK .....	2
ARTICLE 5	OVERTIME, CALLBACK AND STANDBY DUTY .....	3
ARTICLE 6	WAGES .....	4
ARTICLE 7	PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES.....	4
ARTICLE 8	HOLIDAYS .....	6
ARTICLE 9	VACATIONS.....	7
ARTICLE 10	LEAVES.....	7
ARTICLE 11	HEALTH AND WELFARE .....	9
ARTICLE 12	UNIFORMS AND EQUIPMENT .....	10
ARTICLE 13	MISCELLANEOUS.....	10
ARTICLE 14	DISCIPLINE.....	12
ARTICLE 15	GRIEVANCE PROCEDURE .....	12
ARTICLE 16	MANAGEMENT RIGHTS .....	13
ARTICLE 17	NO STRIKES OR LOCKOUTS .....	14
ARTICLE 18	SEPARABILITY AND SAVINGS .....	14
ARTICLE 19	WAIVER AND COMPLETE AGREEMENT .....	14
ARTICLE 20	LABOR/MANAGEMENT COMMITTEES .....	14
ARTICLE 21	DURATION.....	15
APPENDIX "A"	CLASSIFICATIONS AND MONTHLY RATES OF PAY .....	16

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January 1, 2023 through December 31, 2025

THIS AGREEMENT is by and between the CITY OF MUKILTEO, 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 exclusive bargaining representative for all office-clerical and technical employees of the Employer, excluding temporary employees, supervisors and confidential employees.
- 1.1.1      A temporary employee shall be defined as an individual hired to work during any period when additional work requires a temporarily augmented work force, to fill in during the absence of a regular employee, or to fill a vacancy in a regular position until a regular employee is appointed. A temporary employee shall not be employed in the same position more than five (5) months in a twelve (12) month period, except when such temporary employee is working in relief of a regular employee on leave. For the purpose of this Section, "temporary employee" shall be an employee of the Employer and/or an employee of a temporary help agency, and shall exclude independent contractors and persons hired pursuant to a professional services agreement.
- 1.2      Dues: The Employer agrees to deduct from the paycheck of each employee who has so authorized it the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the Employer and the Employer shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 1.2.1      New Employee Orientation: The Employer will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location and time.
- 1.2.2      Revocation: Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The Employer will refer all employee inquiries or communications regarding union dues to the Union.

- 1.3 Union Notification - Within fourteen (14) days or as soon as possible from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone number and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.

## **ARTICLE 2**        **NON-DISCRIMINATION**

- 2.1 No employee shall be discriminated against for upholding Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to the employee's hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, marital status, sexual orientation, gender identity, veteran status or the presence of any physical, mental, or sensory handicap, or age, unless such is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of the employee's employment opportunities, except as such may be a bona fide occupational qualification.
- 2.2 Whenever 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 Official Time-off - A Union official who is an employee in the bargaining unit shall be granted time-off without loss of pay for meetings with the Employer concerning matters vital to the employees in the bargaining unit; provided however, such activities shall not interfere with the normal functioning of the Department and prior permission from the employee's supervisor shall be obtained.
- 3.2 Union Investigative and Visitation Privileges - The Business Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time; provided however, such visitation shall not interfere with the normal functioning of the Department.
- 3.3 Bulletin Boards - The Employer shall provide suitable space for a Union bulletin board on its premises in an area which is frequented by all employees within the bargaining unit.
- 3.3.1 City Email – The Employer and the Union agree that the Employer's computers and equipment shall be used primarily for conducting the Employer's business. Union staff members shall be allowed to use the Employer's electronic mail system to post notices through their stewards provided that such use does not interfere with the Employer's operations or cause additional cost to the Employer. The Union understands that any communications taking place on the Employer's computers and equipment are subject to review by the Employer, are not secure or private and are part of the public domain.
- 3.3.2 Faxes – The Union understands that the Employer no longer uses fax machines and does not accept any communication through fax technology.

## **ARTICLE 4**        **HOURS OF WORK**

- 4.1 Hours of Work - The standard work week shall consist of five (5) consecutive days of eight (8) consecutive hours, excluding the meal period, normally scheduled Monday through Friday between the hours of 7:00 A.M. and 5:00 P.M. Alternate schedules in excess of eight (8) hours per day may be used with the mutual consent of the employee and the Employer. The parties acknowledge that as of the date of signature of this Agreement, the bargaining unit is working what are commonly known as "9-80" and "4-10" work weeks as alternate work schedules. The Employer retains the right to revert to the standard work week with at least thirty (30) days advance notice to the employees and the Union.

- 4.1.1 Flex Time - Employees may have flexible starting times, ending times, meal periods and working hours with mutual consent of the employee and the Employer. Nothing contained within this Agreement shall prohibit an employee from working at home with the mutual consent of the employee and the Employer.
- 4.1.2 Telework - Employees permitted to work remotely shall follow the procedures in the Employer's Telework Policy. If the Employer decides to change or discontinue the Telework Policy, the Employer agrees to provide the Union and employees with thirty (30) days advance notification. During the thirty (30) day notice period, the Union and Employer agree to meet and bargain over the impact of any changes upon employees.
- 4.2 Rest Periods - Employees shall receive a paid rest period of fifteen (15) minutes for each four (4) hour work period. For employees who do not have the discretion to take breaks at their convenience, rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period.
- 4.3 Meal Periods - Employees shall receive a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the work shift.
- 4.4 Notification - Each employee shall be assigned to a regular starting time which shall not be changed without thirty (30) days advance notification. In the event an employee's regular starting time is changed without thirty (30) days advance notification, the employee shall be paid overtime at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked outside of the employee's normal work schedule. Employees may, at their option, waive the thirty (30) day notification period for changes to their regular starting time.
- 4.5 The rest periods and meal periods in this Article supersede the default state rules in WAC 296-126-092.

## **ARTICLE 5**      **OVERTIME, CALLBACK AND STANDBY DUTY**

- 5.1 Overtime - All work performed in excess of the scheduled daily shift or forty (40) hours in any one (1) week shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Employees shall accurately report all hours worked. All extra work will be offered by seniority within the job classification.
- 5.1.1 Compensatory Time - Compensatory time-off may be accrued in lieu of overtime pay at the discretion of the employee. Compensatory time-off shall be earned at one and one-half (1-1/2) times the hours worked. Scheduling of compensatory time-off shall be by mutual agreement between the employee and the Employer. No more than forty (40) hours of accrued compensatory time can be carried over from one (1) calendar year to the next without the express written consent of the Employer. Compensatory time in excess of the cap on December 31 shall be paid at the overtime rate on the first paycheck in January.
- 5.1.2 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes being paid as fifteen (15) minutes.
- 5.1.3 In computing overtime, all hours compensated shall be considered hours worked.

- 5.2 Callback - An employee who is called back to work after having completed the employee's scheduled shift and having left the premises, or employees called to work on their days off, shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; provided however, if the employee's regular shift starts less than two (2) hours from the time the employee started work on Callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for such actual time as occurs before the employee's regular shift. If employees are called back for an evening meeting and the meeting is not held due to lack of a quorum, employees are entitled to one (1) hour of overtime. If the meeting is held, employees are entitled to a minimum of three (3) hours of overtime. Callback is otherwise used for emergency purposes, weekend or evening unscheduled hours to provide immediate service to the public or the Employer's infrastructure.
- 5.3 Off-Hour Phone Calls - An employee who receives and answers a phone call outside of their scheduled shift shall be paid for actual time worked in fifteen (15) minute increments, except for work completed in under seven (7) minutes which shall be considered de minimis.
- 5.4 Meal Allowance - Whenever an employee is required to work four (4) hours or more after the end or before the beginning of the employee's normal shift or four (4) hours or more on a callback, the employee shall be reimbursed up to ten dollars (\$10.00) for the cost of a meal.

## **ARTICLE 6** **WAGES**

- 6.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement. Employees shall participate in the Employer's direct deposit program for payroll purposes. There shall be no cost to the employees for this program.

## **ARTICLE 7** **PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES**

- 7.1 Probation Period for New Employees - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. Absences of two weeks or more during probation shall automatically extend the probationary period by the length of such absence. During the probation period the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the probation period shall not be subject to the Grievance Procedure. The Employer may not discharge or discipline for the purpose of discriminating against an employee because of lawful Union activity.
- 7.1.1 Trial Service Period for Promotional Employees - An employee who promotes to a higher position shall be subject to a six (6) month trial service period in the new position. During that promotional trial service period, the employee shall be considered on trial and subject to demotion back to their previous classification at the discretion of the Employer or employee. Such demotions are not subject to the Grievance Procedure. An employee who fails to pass a promotional trial service period shall have the right to bump a less senior employee who backfilled the position they vacated in order to take the promotion.
- 7.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within a position now covered by the bargaining unit.
- 7.2.1 Seniority for part-time employees will be prorated based on the percentage of full-time hours. If an employee worked twenty (20) hours per week, at ten (10) years the employee would have five (5) years of seniority credit for job bidding, layoff, etc.

- 7.2.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and the employee's seniority shall cease upon:
- Justifiable discharge;
  - Voluntary quit;
  - Layoff exceeding twenty-four (24) months;
  - Leave of absence exceeding twelve (12) months; (See Art.10.4, Leave of Absence) provided, however, that where the absence is caused by an injury/illness accepted by the Department of Labor and Industries as an occupational injury/illness verified by a doctor/physician's note, the leave shall not exceed twenty-four (24) months. Non-FMLA leaves of absence cannot be for an indefinite time period or extend beyond the date upon which the medical prognosis is that the employee is unable to perform the essential functions of their position, with or without reasonable accommodation.
- 7.2.3 Upon request, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, the employee's present classification, the employee's date of hire and the employee's present rate of pay.
- 7.2.4 The provisions of Article 7.2.1 shall be applied in compliance with the Americans with Disabilities Act and the Washington State Law Against Discrimination.
- 7.3 Layoff - In case of a layoff, the employee with the shortest length of continuous service in the job classification shall be laid off first. Such person designated for layoff may bump a less senior employee in another classification for which the employee is qualified. The Employer shall provide an employee with two (2) weeks' advance notification prior to layoff and an additional two (2) weeks of severance pay; provided however, the Employer may, in its discretion, elect to provide pay for the entire four (4) week period in lieu of notice. Nothing herein shall be interpreted to limit or prohibit the Employer from taking an emergency action in the event of a fiscal or other bona fide emergency in order to furlough employees when funds are not available to maintain services. The Employer acknowledges the Union's right to bargain over the impact of furloughs on employees.
- 7.4 Recall - In the case of recall, those employees with the longest length of continuous service in the bargaining unit shall be recalled first, provided they can perform the duties required. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where the employee can be contacted.
- 7.4.1 The Employer shall review the layoff list prior to filling temporary and contract positions and shall fill such positions from the layoff list if the Employer finds that the laid off employee has demonstrated the qualifications, skills and knowledge necessary to perform the required duties of the position.
- 7.4.2 When the Employer is unable to contact any employee who is on layoff for recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within seven (7) days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after the employee has been on continuous layoff for a period of two (2) years. Should an employee not return to work when recalled for their previously held position, the Employer shall have no further obligation to recall the employee.
- 7.5 Job Vacancy - When a regular full-time, part-time or temporary job vacancy occurs within the bargaining unit, notice shall be emailed to all employees and posted on the bulletin board for seven (7) days. Present employees who desire consideration for such openings

shall notify the Employer in writing during the seven (7) day period the notice is posted, and shall be considered for such job based upon their seniority, qualifications and ability to perform the duties of the job. Bargaining unit employees shall be given first consideration for filling the vacancy prior to hiring applicants from outside the bargaining unit.

## **ARTICLE 8**      **HOLIDAYS**

8.1 Regular employees shall receive thirteen (13) paid holidays as set forth below:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday of September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving Day	
Christmas Day	December 25th
Two (2) Floating Holidays	Only after six (6) months of employment, with the dates to be the employee's choice, with mutual agreement of the Employer.

8.2 When any of the afore-referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday. When the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

8.3 An employee who is required to work on a holiday shall receive, in addition to the employee's regular day's pay, one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked during the holiday. No employee shall be called to work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day for less than one-half (1/2) day's pay.

8.4 Should the holiday fall on the employee's scheduled day off, the employee shall receive either their regular straight-time hourly rate of pay for the number of hours normally scheduled on that day or an additional day off at a time mutually agreed between the employee and the Employer. In the event the employee and the Employer agree on a day off that is scheduled for a different number of hours than the holiday, the employee shall receive their regular straight-time hourly rate of pay for the number of hours normally scheduled on that day and pay shall not be adjusted to reflect any difference in hours.

8.5 Part-time employees shall receive prorated holiday benefits in accordance with their regular work schedule.



## **ARTICLE 9**      **VACATIONS**

- 9.1 Vacations with pay shall be provided for all regular full-time employees annually according to the following schedule:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>PAID VACATION HOURS</u>	
	<u>ANNUAL</u>	<u>MONTHLY</u>
1st through the 5th year	104 hours	8.67 hours
6th through the 10th year	120 hours	10.00 hours
11th through the 15th year	144 hours	12.00 hours
16th through the 19 <sup>th</sup> year	160 hours	13.33 hours
20 or more years	176 hours	14.67 hours

- 9.2 Accumulated vacation time shall not exceed two (2) years allowed vacation at the beginning of any calendar year; provided however, an employee may carry over more than two (2) years vacation accrual upon the approval of the Employer.
- 9.3 Vacation requests submitted by March 1st shall be scheduled by seniority. Vacations shall be scheduled at the employee's request, subject to the needs of the Department. In the event scheduling conflicts occur, the employee with the earliest seniority date shall be given preference in the selection of vacation time. An employee who fails to submit a vacation request by March 1st cannot bump an employee with an approved vacation schedule.
- 9.4 There shall be no pay in lieu of earned vacation leave which has not been taken except in cases of separation. In no event shall more than two (2) years vacation accrual be paid out.
- 9.5 Regular part-time employees who are employed at least twenty (20) hours per week shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works thirty (30) hours per week, the employee shall accrue vacation benefits at a rate of 30/40ths of the rate of a regular full-time employee.

## **ARTICLE 10**      **LEAVES**

- 10.1 Sick Leave - Regular full-time employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service.
- 10.1.1 Personal illness or physical incapacity, doctor and dental appointments with prior approval of the Employer, forced quarantine of employee in accordance with State or Community health regulations, and care of dependents as guaranteed by State or Federal law shall be approved grounds for sick leave.
- 10.1.2 In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer or the State Workers' Compensation Act, the employee shall have the option of utilizing accrued sick leave, vacation leave and/or compensatory time to supplement such disability payments so that the employee does not suffer a reduction in pay for the period of disability. Such payments shall not be greater than the difference between the benefits and payments received under such insurance or act by such employee and the employee's regular rate of pay that the employee would have received from the Employer if able to work. The foregoing payments shall be limited to the period of time that such employee has accumulated sick leave, vacation leave or accrued compensatory time credits as herein before specified.

- 10.1.3 Regular part-time employees who are employed at least twenty (20) hours per week shall accrue sick leave on a pro rata basis. For example, if a regular part-time employee normally works thirty (30) hours per week, the employee shall accrue six (6) hours (30/40ths x 8 hours) of sick leave per month.
- 10.1.4 Each November, employees who have accumulated more than four hundred eighty (480) hours of accrued sick leave may elect to convert one-third (1/3) of the amount in excess of four hundred eighty (480) hours into vacation leave or the cash equivalent, up to a maximum each year of thirty-two (32) hours vacation leave or pay.
- 10.1.5 Employees who honorably separate from the Employer (e.g. voluntary resignation or disability or service retirement) shall receive payment for unused, accumulated sick leave in accordance with the following schedule:

Less than 5 Service Years .....	33.33%
Between 5 and 10 Service Years.....	66.67%
More than 10 Service Years.....	100%

However, in no event shall an employee receive more than four hundred eighty (480) hours of pay from selling back unused sick leave at separation from the Employer.

- 10.2 Bereavement/Emergency Leave - In the event of a death or critical illness in the employee's immediate family, an employee shall be granted three (3) days off with pay. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional one (1) day paid off shall be allowed to attend the funeral. The term "immediate family" shall be defined as the employee's spouse, children and step-children, mother, father, step-parents, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, domestic partner or other relatives living in the employee's household. An employee may use accrued sick leave for absences longer than the bereavement leave. Bereavement leave may also be granted at the Employer's discretion for other losses. Such requests shall be directed to the Human Resources Manager.
- 10.2.1 An employee may be excused by the employee's Department Head to attend funeral services of a deceased City employee without loss of pay.
- 10.3 Jury Leave - An employee who is required to serve on a jury or is required to appear before a Court, Legislative Committee or quasi-judicial body as a witness in response to a subpoena on City employment related matters, shall be allowed authorized leave with pay less any amount received for such service. Paid leave for service as a juror shall be limited to thirty (30) days in any calendar year.
- 10.4 Leave of Absence - Employees may take up to twelve (12) months' leave of absence without pay subject to prior approval by the Employer. An employee shall not accrue seniority or benefits during a leave of absence. If possible, a returning employee shall be assigned to the same or equivalent position which the employee occupied before the leave of absence. In the event that the same or equivalent position does not exist, the employee may bump a less senior employee within the bargaining unit in a classification for which the employee is qualified.
- 10.5 Transfer of Paid Leave Benefits - Employees, in accordance with the Employer's Shared Leave policy, may donate accrued paid leave benefits (hours) to an employee who has exhausted their paid leave benefits and has a serious health condition or whose immediate family member has a serious health condition. Any substantial change in the policy which would affect the rights of any member of the bargaining unit shall not be amended without the express written consent of the Union.

- 10.6 Family Medical Leave - Employees shall be eligible for family medical leave in accordance with Federal Law (FMLA) and state leave laws.
- 10.7 Washington State Paid Family and Medical Leave – Eligible employees are covered by Washington’s Paid Family and Medical Leave Program (PFML), RCW 50A et seq. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deductions the maximum allowable charges for both family leave and medical leave premiums, as stated by RCW 50A.10.030 and updated annually by the Employment Security Department. The Employer shall pay any remaining portion as required by law.

## **ARTICLE 11**      **HEALTH AND WELFARE**

- 11.1 Medical Insurance – Effective January 1, 2023, the Employer shall pay each month on behalf of each regular full-time employee one hundred percent (100%) of the premium necessary for the employee and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities HealthFirst 250 Plan or Kaiser’s \$20 copay plan, as selected by the employee. In addition, the Employer shall pay each month on behalf of each regular employee those amounts necessary to provide dental and vision coverage for such employee and their eligible dependents under Delta Dental Plan A, Orthodontia Plan 1 and VSP Vision Service Plan \$25 copay.
- 11.1.1 For employees who elect medical coverage through Kaiser, the Employer shall pay up to the maximum dollar amount contribution for the AWC HealthFirst 250 Medical Plan for employee and dependent coverage. Any premium amounts in excess of the Employer’s contribution shall be paid by the individual through payroll deduction. Coverage under the Kaiser Plan shall be as determined by Kaiser.
- 11.1.2 Domestic Partners – Domestic partners shall receive the same level of benefits as dependents receive in Sections 11.1 and 11.1.1. Domestic partners shall be insured in accordance with Washington State Law.
- 11.1.3 For the purpose of Article 11 only, "regular full-time employee" shall mean an individual assigned to a position which has a normal work schedule of at least thirty-five (35) hours per week.
- 11.1.4 Regular part-time employees who are employed at least twenty (20) hours per week shall receive health insurance benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week, the employee shall receive 20/40ths of the Employer contribution required by Sections 11.1 and 11.1.1 towards health insurance premiums. The remainder shall be deducted from the employee’s paycheck. Regular part-time employees who are employed for less than twenty (20) hours per week shall not receive health insurance benefits.
- 11.2 The Union will participate in the City of Mukilteo’s Health Insurance Advisory Committee. If the Committee agrees to change benefits (dental and/or vision) the Employer and the Union will bargain the impact. The parties agree to reopen Article 11 if the AWC Healthfirst 250 Plan is eliminated by AWC.
- 11.3 Life Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy for each employee, which shall provide for a beneficiary of such policy as designated by the employee. The face value of the policy shall be equal to the employee’s annual base salary.

- 11.4 Long Term Disability Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of long-term disability insurance which provides for a seventy percent (70%) benefit after a ninety (90) day waiting period.
- 11.5 Teamsters Pension - The bargaining unit shall have the right to divert a portion of any wage increase provided by this Agreement to the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit.

## **ARTICLE 12**      **UNIFORMS AND EQUIPMENT**

- 12.1 The Employer shall continue to provide to field employees necessary work clothing and protective footwear in accordance with its present practices.
- 12.1.1 Footwear/Work Boots – The field employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). Upon proof of purchase, the Employer shall reimburse each employee towards the cost of such footwear, which shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ANSI Z41.1-1991.
- The Employer shall replace worn out clothing and footwear/work boots as needed, on a quartermaster system.
- 12.2 Employees shall be held accountable for all clothing or devices assigned to the employee by the Employer. Loss or destruction of Employer assigned items shall be replaced by the Employer when said loss was incurred as a direct result of the performance of the employee while on the job. Items assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.
- 12.3 The Employer shall reimburse employees for the repair or replacement of personal property damaged in the performance of their duties. Such items as eyeglasses, hearing aids, dentures, watches, personal equipment, books, manuals or articles of clothing shall be repaired or replaced when the damage is caused by circumstances which arise out of employment and not from ordinary wear and tear. Employees must request in writing replacement of personal property within seven (7) days of loss or destruction; otherwise the Employer shall not replace said item.

## **ARTICLE 13**      **MISCELLANEOUS**

- 13.1 Mileage - The Employer shall reimburse employees who are required to use their private vehicles for approved Employer business at a rate equivalent to that rate established by the State of Washington for the reimbursement of State of Washington employees who use their private vehicles for state business purposes.
- 13.2 Meal Reimbursement – Whenever an employee attends an Employer-approved seminar, conference or training meeting away from the Employer's facility that takes place during a meal period as defined in Employer policy, the employee shall be reimbursed for the cost of a meal at the current federal per diem rates.
- 13.3 Tuition Reimbursement - Upon satisfactory completion (a C grade or higher, or pass in a pass/fail grading system) of each class in an Employer-approved field of study, with pre-approval from the Mayor or designee, the Employer shall reimburse the employee the cost of tuition for that term; provided however, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington, as long as there are available funds in the Employer's tuition reimbursement budget.

- 13.3.1 Employer-approved coursework shall be courses that convey skills and/or knowledge which:
- a) benefit the employee and the Employer, or
  - b) are required within the job description of the employee, or
  - c) are courses of study offered by education institutions that develop employee abilities needed within the City.
- In consideration for receiving tuition reimbursement, the employee agrees to the following:
- If the employee voluntarily terminates employment with the Employer after completion of the course and prior to completing six (6) consecutive months of active employment, the employee shall refund the entire amount of the tuition reimbursement.
  - If the employee voluntarily terminates employment with the Employer after completing six (6) months of active employment, but before completing twenty-four (24) consecutive months of active employment, the employee agrees to refund a pro-rated share of the total tuition reimbursement, divided by the percentage of time left in months from twenty-four (24) months.
- 13.3.2 The Employer shall pay the costs of any classes necessary to obtain or maintain required certifications.
- 13.3.3 The Employer shall provide adequate training for all duties that employees are required to perform.
- 13.3.4 The Employer shall continue to pay for employees' current memberships in technical and professional societies.
- 13.4 Higher Classification - In the event an employee is assigned to perform a majority of the duties and responsibilities of a higher paid classification in either a bargaining unit or non-bargaining unit position for a period of two (2) consecutive working days or more and which are not included in the employee's job description, the employee shall be paid a premium of five percent (5%) over their base wage retroactive to the first day of such assignment. Any such assignment must be in writing with advance approval from Human Resources.
- 13.5 Training – If any employee is scheduled for training on their scheduled day off without fourteen (14) days' notice, the employee shall be compensated at one and one-half (1 1/2) times the employees regular straight-time hourly rate of pay for such training. Compensatory time-off may be accrued in lieu of overtime at the discretion of the employee. Compensatory time-off shall be earned at one and one-half (1 1/2) times for all hours worked.
- 13.6 Safety Standards – All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the Employer than called for as a minimum by state codes, Employer standards shall prevail. Employees shall not be subject to discipline for reporting safety violations to management.
- 13.7 Personnel File – The Employer shall insure an official personnel record is maintained for each employee. Without specific permission of the City Administrator or designee, personnel records may only be available to the employee and the employee's department head. No portion of any personnel file may be duplicated by any non-supervisory person without the written consent of the employee or as required by law. An employee may place any pertinent information in their personnel file with the approval of the City Administrator or designee. Copies of their personnel file or any portion thereof may be obtained by an employee upon request to the City Administrator or designee. An employee may inspect

their personnel file at any reasonable time upon request to the City Administrator or designee. Department heads or supervisors may not maintain personnel files separate from those on file with the City Administrator or designee.

#### **ARTICLE 14**      **DISCIPLINE**

- 14.1      The Employer shall not discipline an employee who has completed the probation period without just cause. An employee may have a Union representative or another employee present at all meetings with the Employer during disciplinary or discharge proceedings, including investigatory interviews. Disciplinary action or measures may include oral reprimand, written reprimand, suspension, demotion or discharge. Disciplinary action shall be taken within thirty (30) calendar days of the Employer's knowledge of the incident which is the basis for the disciplinary action. The Employer may request a mutually-agreed upon extension. A copy of any disciplinary action shall be sent to the Union at such time it is issued to the employee.
- 14.2      Disciplinary action notices for oral reprimands shall not remain in effect for more than twelve (12) months of subsequent service excluding breaks in service such as sick leave, disability leave or other leaves of absence. Written reprimands shall not remain in effect for more than three (3) years of subsequent service excluding breaks in service such as sick leave, disability leave or other leaves of absence.

#### **ARTICLE 15**      **GRIEVANCE PROCEDURE**

- 15.1      All matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be adjusted by utilizing the following procedure:
- 15.1.1      STEP 1 - A contract grievance shall be verbally presented by the Union representative to the Director of the aggrieved employee within ten (10) business days of the alleged contract violation. The parties shall make every effort to settle the contract grievance at this stage promptly. The Director shall verbally answer the grievance within ten (10) business days after discussion of the alleged contract grievance with the Union representative.
- 15.1.2      STEP 2 - If the contract grievance is not resolved as provided in STEP 1, or the contract grievance is initially submitted at this step, it shall be reduced to written form to the City Administrator, which shall include a statement of the facts of the matter, identification of the Section(s) of the contract allegedly violated and the remedy sought. The City Administrator shall notify the employee and the Union within twenty (20) business days of their decision on the matter.
- 15.1.3      STEP 3 – If the grievance is not settled in STEP 2, the Union may refer the grievance to arbitration and notify the Employer accordingly within thirty (30) business days of the STEP 2 decision. If the Employer and the Union cannot mutually agree on a neutral arbitrator, the parties shall jointly request a list of nine (9) names of qualified arbitrators from the Public Employment Relations Commission. The Union and the Employer shall alternately strike names from the list until only one (1) name remains, which shall serve as the neutral arbitrator. The right to strike first shall be determined by a flip of a coin. The arbitrator shall hold a hearing and issue a decision which shall be final and binding on both parties; provided however, the arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. In the event of a grievance involving a termination, the parties shall endeavor in good faith to schedule the arbitration hearing no later than three (3) months after the termination.

- 15.1.4 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in STEP 3 to select an arbitrator to rule on the merits of the grievance.
- 15.2 Each party shall bear the cost of presenting its own case, including attorneys' fees. The expense of the arbitrator shall be shared equally by the Employer and the Union.
- 15.3 Time limits may be waived by mutual written agreement of the parties.
- 15.4 Grievance claims involving retroactive compensation shall be limited to thirty (30) days prior to the written submission of the grievance.

**ARTICLE 16**      **MANAGEMENT RIGHTS**

- 16.1 All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized, and the layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof, the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including but by no means whatever limited to, hiring, selecting and training of new employees, and suspending or discharging for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of its employees.
- 16.2 Prior to making a decision to contract out work performed by the bargaining unit, the Employer shall notify and provide a reasonable opportunity to meet and confer with the Union regarding such action. The Employer shall negotiate with the Union regarding the impacts of any decision to contract out work performed by the bargaining unit.
- 16.3 The Employer and the Union agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.

**ARTICLE 17**      **NO STRIKES OR LOCKOUTS**

17.1      The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference. Employees who engage in any of the afore-referenced actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this Agreement. Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claim to the courts.

**ARTICLE 18**      **SEPARABILITY AND SAVINGS**

18.1      Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

**ARTICLE 19**      **WAIVER AND COMPLETE AGREEMENT**

19.1      The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

**ARTICLE 20**      **LABOR/MANAGEMENT COMMITTEES**

20.1      The Employer and the Union shall establish a Labor-Management Committee which shall consist of participants for both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss/deal with issues of general interest and/or concern (as opposed to individual complaints), and for establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss. The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the Collective Bargaining Agreement.




**ARTICLE 21**      **DURATION**

21.1                      Except for those provisions which indicate otherwise, this Agreement shall be effective January 01, 2023, and shall remain in full force and effect through December 31, 2025.


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

CITY OF MUKILTEO, WASHINGTON

By

  
Chad Baker, Secretary-Treasurer

By

  
Joe Marine, Mayor

Date

1-18-23

Date

1/24/23

**APPENDIX "A"**  
to the  
**AGREEMENT**  
by and between  
CITY OF MUKILTEO, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Office-Clerical and Technical Employees)

January 01, 2023 through December 31, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MUKILTEO, 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 The classifications of work and their corresponding Pay Ranges for each classification covered by the Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Accounting Technician	62
Assistant Planner	85
Associate Planner	89
Building Inspector I	*
Building Inspector II	86
Civil Engineer I	*
Civil Engineer II	*
Computer Support Technician	60
Department Assistant	55
Desk Top Support Technician	60
Engineering Technician	93
Financial & Accounting Analyst	*
IT Systems Administrator	93
Network Engineer	88
Office Technician	62
Payroll Coordinator	74
Permit Services Assistant	62
Recreation Coordinator	62
Recreation Programmer	55
GIS Technician	73
GIS Coordinator	93
Permit Services Coordinator	73
Senior Department Assistant	67
Senior Planner	102
Senior Engineer Technician	101
Senior Surface Water Technician	101
Staff Accountant	89
Surface Water Technician	93
Technology Analyst	88

The positions with asterisks (\*) are currently unfilled and have therefore not been assigned a pay range within the Employer's current pay range plan.

- A.1.1 Effective January 01, 2023, the monthly rates of pay for employees covered by this Agreement shall be increased by six percent (6%) plus a two percent (2%) market adjustment for a total of eight percent (8%).

MONTHLY RATES OF PAY

<u>PAY RANGE</u>	<u>STEP A</u> <u>6 months</u>	<u>STEP B</u> <u>12 months</u>	<u>STEP C</u> <u>12 months</u>	<u>STEP D</u> <u>12 months</u>	<u>STEP E</u>
55	\$4,350.69	\$4,568.22	\$4,796.61	\$5,036.47	\$5,288.28
60	\$4,572.85	\$4,801.52	\$5,041.59	\$5,293.67	\$5,558.34
62	\$4,665.65	\$4,898.97	\$5,143.90	\$5,401.08	\$5,671.17
67	\$4,904.71	\$5,149.96	\$5,407.44	\$5,677.82	\$5,961.72
73	\$5,207.06	\$5,467.40	\$5,740.76	\$6,027.80	\$6,329.19
74	\$5,259.07	\$5,522.02	\$5,798.13	\$6,088.04	\$6,392.44
85	\$5,867.94	\$6,161.37	\$6,469.42	\$6,792.90	\$7,132.53
86	\$5,927.01	\$6,223.35	\$6,534.51	\$6,861.27	\$7,204.33
88	\$6,046.53	\$6,348.88	\$6,666.30	\$6,999.59	\$7,349.61
89	\$6,106.99	\$6,412.34	\$6,732.96	\$7,069.60	\$7,423.09
93	\$6,354.47	\$6,672.19	\$7,005.80	\$7,356.10	\$7,723.90
101	\$6,881.18	\$7,225.24	\$7,586.51	\$7,965.82	\$8,364.11
102	\$6,950.71	\$7,298.25	\$7,663.14	\$8,046.29	\$8,448.61

The parties agree to update classifications and pay ranges to reflect the current status if needed.

- A.1.2 Effective January 01, 2024, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by four percent (4%).

MONTHLY RATES OF PAY

<u>PAY RANGE</u>	<u>STEP A</u> <u>6 months</u>	<u>STEP B</u> <u>12 months</u>	<u>STEP C</u> <u>12 months</u>	<u>STEP D</u> <u>12 months</u>	<u>STEP E</u>
55	\$4,524.72	\$4,750.95	\$4,988.48	\$5,237.93	\$5,499.82
60	\$4,755.76	\$4,993.58	\$5,243.25	\$5,505.42	\$5,780.67
62	\$4,852.28	\$5,094.93	\$5,349.66	\$5,617.12	\$5,898.01
67	\$5,100.90	\$5,355.96	\$5,623.74	\$5,904.93	\$6,200.19
73	\$5,415.34	\$5,686.10	\$5,970.39	\$6,268.92	\$6,582.36
74	\$5,469.43	\$5,742.90	\$6,030.06	\$6,311.56	\$6,648.14
85	\$6,102.66	\$6,407.82	\$6,728.19	\$7,064.61	\$7,417.83
86	\$6,164.09	\$6,472.28	\$6,795.89	\$7,135.72	\$7,492.51
88	\$6,288.39	\$6,602.83	\$6,932.95	\$7,279.57	\$7,643.59
89	\$6,351.27	\$6,668.83	\$7,002.28	\$7,352.39	\$7,720.01
93	\$6,608.65	\$6,937.07	\$7,286.03	\$7,650.34	\$8,032.86
101	\$7,156.42	\$7,514.25	\$7,889.97	\$8,284.45	\$8,698.68
102	\$7,228.74	\$7,590.18	\$7,969.67	\$8,368.14	\$8,786.56

- A.1.3 Effective January 01, 2025, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by one hundred percent (100%) of that percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-U) annual change from June 2023 to June 2024, with a minimum of one and one-half percent (1.5%) and a maximum of three and one-half percent (3.5%).
- Employees currently in Step Advancement shall continue to receive their wage step increases as outlined in A.2 and A.3.
- A.2 Step Advancement Effective Dates - Employees shall advance from one STEP to the next following completion of the months of service indicated in the wage scales.
- A.3 Step Advancement - STEPS A to B, B to C, C to D, and D to E shall be recognized as STEP increases based upon completion of service in each respective STEP.
- A.4 Step Placement Upon Promotion - An employee who is promoted to a higher paid classification on either a temporary or permanent basis shall be placed into the lowest pay step in the higher classification which provides for at least a five percent (5%) pay increase. Promotion to a higher classification shall modify an employee's Step Advancement Date for future step advancements.
- A.5 New Hires - The Employer may hire new employees above Step A.
- A.6 Retention Pay – Effective January 1, 2023, upon completion of the required time of consecutive service, employees shall be entitled to retention pay according to the following schedule. Retention pay shall be based on the employee's most recent hire date into employment, to become effective upon the first full pay period following completion of the required service time. Employees who have completed the required years of service as of January 1, 2023 shall be placed immediately into the appropriate tier.

Consecutive Years of Service	Amount of Retention Pay
5 years	1.0% of base pay rate
10 years	2.0% of base pay rate
15 years	3.0% of base pay rate
20 years	4.0% of base pay rate

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CITY OF MUKILTEO, WASHINGTON

By



Chad Baker, Secretary-Treasurer

By



Joe Marine, Mayor

Date

1-18-23

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1/24/23