

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, 2020 through December 31, 2022

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January 1, 2020 through December 31, 2022

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 I **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 City 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 City and The City 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 City 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 City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate 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 II **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 III **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, is not secure or private, and is 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 IV **HOURS OF WORK**

- 4.1 Hours of Work - The standard workweek 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 utilized 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 is commonly known as a "9-80" and "4-10" workweek as an alternate work schedule. The Employer retains the right to revert back to the standard workweek 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.
- 4.2 Rest Periods - Employees shall receive a 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.

ARTICLE V **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. Compensatory time-off may be utilized 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. All extra work will be offered by seniority within the job classification.
- 5.1.1 Compensatory Time - 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 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 city's infrastructure.

- 5.3 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 VI **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 City's direct deposit program for payroll purposes. There shall be no cost to the employees for utilization of this program.

ARTICLE VII **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 Probation for Promotional Employees – An employee who promotes to a higher position shall be subject to a six (6) month probation period in the new position. During that promotional probationary period, the employee shall be considered on trial and subject to demotion back to his or her 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 probation 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 hired after August 1, 2014, 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. This does not apply to part-time employees in the bargaining unit hired prior to August 1, 2014.

- 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 his or her 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 employees 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 bonafide emergency in order to furlough employees when funds are not available to maintain services.
- 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 VIII **HOLIDAYS**

8.1 Regular employees shall receive twelve (12) paid holidays as set forth below:

New Years Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
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	After six (6) months of employment the date to be employee's choice with mutual agreement of employer.

8.2 When any of the afore-referenced holidays fall on a Saturday, the holiday shall be observed on the preceding Friday and 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 days 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, 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 IX **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
16 or more years	160 hours	13.33 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 X **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, such as the State Workers' Compensation Act, or similar legislation of the State of Washington, or any other government unit, 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 City (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 City.

- 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 spouse and children, or step-children of the employee and/or 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.
- 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 quasijudicial 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 shall be limited to thirty (30) days in any calendar year for service as a juror.
- 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 City policy, may donate accrued paid leave benefits (hours) to an employee with a serious health condition of the employee or immediate family member and who has exhausted their paid leave benefits. 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.

ARTICLE XI **HEALTH AND WELFARE**

- 11.1 Medical Insurance – Effective January 1, 2017, the Employer shall pay each month on behalf of each regular full time employee one hundred percent (100%) of the premium necessary for the purchase of 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 Group Health Cooperative'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 Group Health Cooperative, 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 Group Health Plan shall be as determined by Group Health Cooperative.

- 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 XI 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 City and the Union will bargain the impact. The parties agree to reopen Article XI 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 XII **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 XIII 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 City 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 ((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. (With the understanding if there are available funds in the City's tuition reimbursement budget.)
- 13.3.1 Employer approved coursework shall be courses that contain skill and/or knowledge which benefit the employee and the City or needed within the job description of the employee and courses of study offered by education institutions that develop the employee abilities needed within the City. The Employee shall stay employed with the City for two (2) years after completion or shall reimburse the City the cost of tuition on a pro rata basis.
- 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.
- 13.5 Training – If any employee is scheduled for training on their scheduled day off without thirty (30) 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. Compensatory time-off may be utilized 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 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 XIV **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. 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. 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 XV **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 to 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 XVI **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.
- 16.1.1 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.

- 16.2 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 XVII 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 XVIII 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 XIX 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 XX **LABOR/MANAGEMENT COMMITTEES**

20.1 The Employer and the Union shall establish a Labor-Management Committee which shall consist of participants from 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, 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 XXI **DURATION**

21.1 Except for those provisions which indicate otherwise, this Agreement shall be effective January 01, 2020, and shall remain in full force and effect through December 31, 2022.

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

CITY OF MUKILTEO, WASHINGTON

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

Jennifer Gregerson
Jennifer Gregerson, Mayor

Date 2-6-20

Date 2-3-20

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, 2020 through December 31, 2022

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
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 City's current pay range plan.

- A.1.1 Effective January 01, 2020, the monthly rates of pay for employees covered by this Agreement shall be increased by two and a quarter percent (2.25%).

MONTHLY RATES OF PAY

<u>PAY RANGE</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43m +</u>
55	\$3,862.52	\$4,055.64	\$4,258.42	\$4,471.35	\$4,694.91
56	\$3,901.23	\$4,096.27	\$4,301.10	\$4,516.15	\$4,741.96
58	\$3,979.89	\$4,178.86	\$4,387.80	\$4,607.19	\$4,837.56
60	\$4,059.75	\$4,262.76	\$4,475.90	\$4,699.70	\$4,934.67
62	\$4,142.15	\$4,349.28	\$4,566.73	\$4,795.05	\$5,034.83
67	\$4,354.38	\$4,572.11	\$4,800.70	\$5,040.74	\$5,292.79
73	\$4,622.80	\$4,853.93	\$5,096.62	\$5,351.46	\$5,619.03
74	\$4,668.98	\$4,902.43	\$5,147.55	\$5,404.92	\$5,675.18
80	\$4,956.12	\$5,203.93	\$5,464.11	\$5,737.31	\$6,024.16
85	\$5,209.54	\$5,470.03	\$5,743.52	\$6,030.71	\$6,332.22
86	\$5,261.97	\$5,525.06	\$5,801.31	\$6,091.40	\$6,395.97
88	\$5,368.08	\$5,636.50	\$5,918.31	\$6,214.20	\$6,524.94
89	\$5,421.76	\$5,692.84	\$5,977.48	\$6,276.36	\$6,590.19
93	\$5,641.47	\$5,923.54	\$6,219.71	\$6,530.71	\$6,857.24
101	\$6,109.08	\$6,414.53	\$6,735.27	\$7,072.02	\$7,425.62
102	\$6,170.81	\$6,479.35	\$6,803.30	\$7,143.46	\$7,500.64

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

- A.1.2 Effective January 01, 2021, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by two percent (2%).

MONTHLY RATES OF PAY

<u>PAY RANGE</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43m +</u>
55	\$3,939.77	\$4,136.76	\$4,343.58	\$4,560.78	\$4,788.81
56	\$3,979.25	\$4,178.19	\$4,387.12	\$4,606.47	\$4,836.80
58	\$4,059.48	\$4,262.43	\$4,475.56	\$4,699.33	\$4,934.31
60	\$4,140.95	\$4,348.02	\$4,565.42	\$4,793.69	\$5,033.36
62	\$4,224.99	\$4,436.26	\$4,658.07	\$4,890.96	\$5,135.53
67	\$4,441.47	\$4,663.55	\$4,896.71	\$5,141.56	\$5,398.64
73	\$4,715.26	\$4,951.01	\$5,198.55	\$5,458.49	\$5,731.41
74	\$4,762.36	\$5,000.48	\$5,250.50	\$5,513.02	\$5,788.69
80	\$5,055.24	\$5,308.01	\$5,573.39	\$5,852.06	\$6,144.64

MONTHLY RATES OF PAY

<u>PAY RANGE</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43m +</u>
85	\$5,313.73	\$5,579.43	\$5,858.39	\$6,151.32	\$6,458.86
86	\$5,367.21	\$5,635.56	\$5,917.33	\$6,213.23	\$6,523.89
88	\$5,475.45	\$5,749.23	\$6,036.68	\$6,338.49	\$6,655.44
89	\$5,530.19	\$5,806.70	\$6,097.03	\$6,401.89	\$6,721.99
93	\$5,754.30	\$6,042.01	\$6,344.11	\$6,661.32	\$6,994.39
101	\$6,231.26	\$6,542.82	\$6,869.97	\$7,213.46	\$7,574.13
102	\$6,294.22	\$6,608.93	\$6,939.36	\$7,286.33	\$7,650.65

A.1.3 Effective January 01, 2022, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by two and a quarter percent (2.25%).

MONTHLY RATES OF PAY

<u>PAY RANGE</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43m +</u>
55	\$4,028.42	\$4,229.83	\$4,441.31	\$4,663.40	\$4,896.56
56	\$4,068.78	\$4,272.20	\$4,485.83	\$4,710.12	\$4,945.62
58	\$4,150.82	\$4,358.34	\$4,576.26	\$4,805.07	\$5,045.33
60	\$4,234.12	\$4,445.85	\$4,668.14	\$4,901.55	\$5,146.61
62	\$4,320.05	\$4,536.08	\$4,762.87	\$5,001.00	\$5,251.08
67	\$4,541.40	\$4,768.48	\$5,006.89	\$5,257.24	\$5,520.11
73	\$4,821.35	\$5,062.41	\$5,315.52	\$5,581.30	\$5,860.36
74	\$4,869.51	\$5,112.98	\$5,368.64	\$5,637.07	\$5,918.93
80	\$5,168.98	\$5,427.44	\$5,698.79	\$5,983.73	\$6,282.90
85	\$5,433.28	\$5,704.97	\$5,990.20	\$6,289.72	\$6,604.19
86	\$5,487.97	\$5,762.36	\$6,050.47	\$6,353.03	\$6,670.68
88	\$5,598.64	\$5,878.59	\$6,172.50	\$6,481.10	\$6,805.19
89	\$5,654.62	\$5,937.35	\$6,234.22	\$6,545.93	\$6,873.23
93	\$5,883.77	\$6,177.95	\$6,486.85	\$6,811.20	\$7,151.76
101	\$6,371.46	\$6,690.04	\$7,024.55	\$7,375.76	\$7,744.55
102	\$6,435.84	\$6,757.64	\$7,095.50	\$7,450.27	\$7,822.79

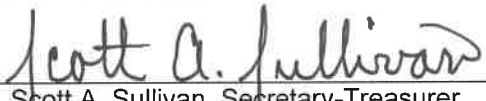

Employees currently in Step Advancement shall continue to receive their wage step increase as outlined in A.2 and A.3.

A.2 Step Advancement Effective Dates - Based upon satisfactory performance, employees shall advance from one STEP to the next on their anniversary date.

- A.3 Step Advancement - STEPS A to B, B to C, C to D, and D to E shall be recognized as performance STEP increases based upon the successful completion of service in each respective performance STEP and a satisfactory performance evaluation. The Employer shall strive to issue a written notification of unsatisfactory performance to the employee at the earliest possible date in order to provide adequate opportunity for said employee to correct the employee's performance prior to the employee's anniversary date thereby meriting the STEP increase.
- 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 not modify an employee's anniversary date for future step advancements.

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

CITY OF MUKILTEO, WASHINGTON

By		By	
	Scott A. Sullivan, Secretary-Treasurer		Jennifer Gregerson, Mayor
Date	<u>2.6.20</u>	Date	<u>2.3.20</u>