



TEAMSTERS LOCAL UNION NO. 763

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

Affiliated with the International Brotherhood of Teamsters

Chad L. Baker, Secretary-Treasurer

14675 Interurban Ave. S, Suite 305 • Tukwila, WA 98168 • (206) 441-0763 • 1-877-441-0763 • Fax (206) 441-6376

February 8, 2023

Shawn Friang, HR Manager
Civil Service Secretary/Chief Examiner
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275

Re: City of Mukilteo- City of Mukilteo-Public Works 2023-2025 CBA

Dear Shawn:

Enclosed please find four (4) signed original copies of the above Agreement between the City of Mukilteo and this Local Union. Also, please find the Trust Agreement Western Conference of Teamsters Pension Trust Fund plan coverage. Please have the Mayor sign the documents and return two (2) originals for our records.

Once we receive the returned documents, we will then forward the Trust Agreement to the proper funds.

Sincerely,

TEAMSTERS LOCAL UNION NO. 763

Linda Baker
Administrative Coordinator

Enclosures

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Mukilteo (Public Works) NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
STREET ADDRESS 11930 Cyrus Way CITY, STATE, ZIP CODE Mukilteo, WA 98275
EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/23

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:

RENEWAL ☒ NEW PENSION ACCOUNT ☐ NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS ☐
EMPLOYER OWNERSHIP CHANGE ☐ DATE OF CHANGE _____ SELLER _____
EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES ☐

NAME OF PARENT COMPANY _____
STREET ADDRESS _____ CITY, STATE, ZIP _____


FOR LABOR AGREEMENT RENEWALS:

INDICATE PENSION ACCOUNT NUMBER(S) 411089
EMPLOYER IS A: CORPORATION ☐ PARTNERSHIP ☐ UNINCORPORATED SOLE PROPRIETORSHIP ☐
PUBLIC ENTITY ☒ LIMITED LIABILITY COMPANY ☐ (INDICATE - PARTNERSHIP ☐ CORPORATION ☐
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 21

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union No. 763
BY  DATE 2/8/23
(SIGNATURE)
Chad Baker
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER CITY OF MUKILTEO
BY  DATE 2/13/23
(SIGNATURE)
Joe Marine
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. _____ TITLE _____ PHONE NO. _____

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE _____

TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS

EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.

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 Public Works Employees)

January 01, 2023 through December 31, 2025

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 Public Works Employees)

January 01, 2023 through December 31, 2025

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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 Public Works Employees)
January 01, 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 maintenance and operations employees of the City of Mukilteo Public Works Department, excluding temporary employees working less than one-sixth (three hundred forty-seven [347] hours) of a regular full-time employee, 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 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. In the event that such an individual is employed for more than three hundred forty-seven (347) hours in a twelve (12) month rolling calendar, the employee shall become a partial member of the bargaining unit subject to the provisions of Section 1.1.2. 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.

1.1.2 Bargaining unit temporary employees who have worked more than three hundred forty-seven (347) hours, but fewer than six (6) months in a twelve (12) month period will be covered by the following articles:

- Article 1.2, 1.2.1, 1.3, 1.4 (or the next pay period after a temporary employee crosses the three hundred forty-seven [347] hour threshold)
- Article 2
- Article 4.2, 4.3
- Article 12.4, 12.6
- Article 13.6
- Article 15 (limited to the articles listed in this section)
- Article 16
- Article 17
- Article 19
- Article 21.

- 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. 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 employees' 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 Employer 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 from 7:30 A.M. to 4:00 P.M. 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" work week as an alternate work schedule. 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.
- 4.2 Rest Periods – The following rest periods supersede the default state rules in WAC 296-126-092. Employees shall receive a paid rest period of fifteen (15) minutes for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period, and shall be taken at or near the job site. No employee shall be required to work more than three (3) hours without a rest period.
- 4.3 Meal Periods – The following meal periods supersede the default state rules in WAC 296-126-092. Employees shall receive an unpaid meal period of thirty (30) 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. Employees shall not use the Employer's equipment during the meal period for any

personal reason. If an employee's meal period is interrupted for service calls or demands to perform work, they may be allowed to waive the remainder of their meal period or take the remainder of their missed meal period. If they do not waive or take the remainder of their meal period, the Employer acknowledges that the additional work time will be paid.

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.

4.4.1 Cancellation of anticipated schedule changes - When an employee is sent home during a regularly scheduled shift, or is told not to come in for a regularly scheduled shift because that employee has been put on an alternative shift to cover an event such as inclement weather or natural disaster, and the alternative shift is canceled, the employee will be made whole at straight-time pay for the regularly scheduled shift which was missed in anticipation of an alternative overtime shift. This provision only applies to alternative shifts that were cancelled before starting, not to the situation where an event requiring alternative shifts concludes and the employees are moved back to their regularly scheduled shifts.

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. Should there be insufficient volunteers, assignment shall be made by inverse seniority.

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 31st 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 except for special duty (Standby Duty) shall be considered hours worked. Overtime or special duty pay shall not be pyramidal.

5.1.4 For the purpose of determining an employee's "regular straight-time hourly rate of pay," the amount diverted from wages to the Western Conference of Teamsters Pension Trust (\$130.00 per month), shall be added back into the employee's base wage rate.

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.

5.2.1 Off-Duty Phone Calls – An employee who is not on Standby Duty who receives and answers a phone call, or other remote communication used for work, outside of their scheduled shift shall be paid for actual time worked with a minimum of one (1) hour at the rate of one and one-half (1 ½) times their straight-time hourly rate, except for work completed in under seven (7) minutes, which shall be considered "de minimus." Multiple calls received within the one (1) hour period shall not be paid additional compensation.

5.3 Standby Duty - Standby Duty shall be rotated amongst those members of the bargaining unit who have indicated their availability for such duty. In the event insufficient numbers of employees make themselves available for Standby Duty, the Employer retains the right to assign employees to Standby Duty. Employees shall indicate their availability quarterly. While on Standby Duty, the employee shall be provided a cellular telephone for communication purposes. An employee on Standby Duty shall be compensated at the following rates:

<u>WEEK:</u>	<u>DAY:*</u>
\$280.00	\$40.00

*Please Note: *The day rate applies when employees are assigned to Standby Duty for less than one week.*

While on Standby Duty, an employee who responds to a phone call that does not require a physical call-out shall maintain the current practice by being paid a minimum of one (1) hour at the rate of one and one-half (1 ½) times their straight-time hourly rate. Multiple calls received within the one (1) hour period shall not be paid additional compensation. An employee shall refrain from consumption of alcohol and other intoxicants while on Standby and shall remain within fifty (50) miles driving distance of Mukilteo City Hall to respond to call-outs upon being notified.

5.3.1 Whether or not Standby Duty is eliminated, modified or expanded shall be at the sole discretion of the Employer.

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 receive twenty dollars (\$20.00) 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 utilization of 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 (2) 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 the bargaining unit.

- 7.2.1 Seniority for part-time employees will be prorated based on the percentage of full-time work. If an employee worked twenty (20) hours per week, at ten (10) years the employee would have five (5) years of seniority credit to use 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 7.2.2 shall be applied in compliance with the Americans with Disabilities Act and Washington State Law Against Discrimination.
- 7.3 Layoff - In the 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, the Employer shall have no further obligation to recall the employee.
- 7.5 Job Vacancy - When a permanent 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.

ARTICLE 8 **HOLIDAYS**

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

New Year's Day	January 1 st
Martin Luther King, Jr's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving Day	
Christmas Day	December 25 th
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 the employee's 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 the employee's 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 19th years	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 shall be made in writing by March 1st. 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.
- 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 resulting from causes beyond the employee's control, doctor and dental appointments with prior approval of the Employer, forced quarantine of employees in accordance with State or Community health regulations and care of dependent children 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 ($30/40\text{ths} \times 8 \text{ hours}$) of sick leave per month.

10.1.4 Employees who as of the end of November of each year have 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 purchase of employee coverage 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 Permanente \$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 I, and VSP Vision Service Plan \$25 copay.
- 11.1.1 For employees who elect medical coverage through Kaiser Permanente, the Employer shall pay up to the maximum dollar amount contribution for the AWC HealthFirst 250 Plan 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 Permanente plan shall be as determined by Kaiser Permanente.
- 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 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 Section 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 Teamsters Pension - The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit seventy-five cents (\$0.75) for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.
- 11.3.1 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Funds to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.
- 11.3.2 The bargaining unit may choose to increase its hourly wage deferral into the Western Conference of Teamsters Pension Trust at such time and in such amounts as may be determined by the bargaining unit, with notification to the Employer of such action at least sixty (60) calendar days in advance.
- 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 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.

ARTICLE 12 UNIFORMS AND EQUIPMENT

12.1 The Employer shall provide and maintain not less than the following number of clothing items:

- Five (5) coveralls
- One (1) pair hip boots
- One (1) pair rubber boots
- One (1) set raingear
- One (1) insulated jacket
- One (1) summer cap
- One (1) winter cap
- One (1) windbreaker

The Employer shall replace worn out clothing as needed, on a quartermaster system.

12.1.1 The Employer shall provide each year to each employee not less than the following number of uniform items:

- Six (6) pairs of Levis
- Ten (10) long or short-sleeved T-shirts (any combination of 10 shirts)
- Four (4) Sweat Shirts

Employees may request an alternate combination of the uniform items in order to best fit their needs related to the job assignment; provided however, such combination shall not result in greater cost to the Employer than the standard uniform issue.

Each employee shall be responsible for the cleaning and maintenance of such uniform items.

12.1.2 The Employer shall provide to each employee one (1) pair of Red Wing or equivalent work boots. The Employer shall replace worn out boots as needed on a quartermaster system.

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.

12.1.3 The Employer in addition to the clothing provided shall provide each employee with the following equipment:

- Keys
- Gas Credit Card
- Cellular Telephone (permanently or temporary)
- Safety Equipment

- 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 damaged as a direct result of the employee's negligence shall be replaced by the employee.
- 12.3 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.
- 12.4 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 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.
- 12.5 All new employees will be issued all uniform items and safety boots within two (2) weeks of their hire date.
- 12.6 The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by local, state or federal law.
- 12.7 Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to a person or property or in violation of any local, state, federal law or government regulation relating to safety of person or equipment.

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 (C grade or higher or pass in a pass/fail grading system) of each class in an Employer approved field of study, 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 contain skill and/or knowledge which benefit the employee and the Employer or are required within the job description of the employee and courses of study offered by education institutions that prepare for degrees that develop the employee's abilities required within the job description.

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.

- 13.4 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.

In the event a Maintenance Lead Worker is absent for a period of two (2) consecutive days or more, an employee shall be assigned to work in the Maintenance Lead Worker classification and shall be paid at the same wage step in the Maintenance Lead Worker classification they are at currently. In the event an employee is assigned to perform a majority of the duties and responsibilities of a Foreman for a period of two (2) consecutive working days or more the employee shall be paid at the same wage step in the foreman classification they are currently at. Example: A Maintenance Worker II at Step E would be placed in Step E of the Maintenance Lead Worker classification.

- 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 employee's regular straight time hourly rate of pay. 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 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 or designee 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, who 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 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, 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

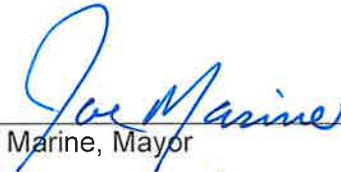
CITY OF MUKILTEO, WASHINGTON

By



Chad Baker, Secretary-Treasurer

By



Joe Marine, Mayor

Date

2/8/25

Date

2/13/23

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

January 01, 2023 through December 31, 2025

THIS APPENDIX "A" 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>
Custodian	35
Facility/Park Attendant	43
Senior Facility/Park Attendant	53
Maintenance Worker I	40
Maintenance Worker II	64
Maintenance Lead Worker	81
Foreman	100

A.1.1 Effective January 01, 2023, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by a six percent (6%) cost of living increase plus a one percent (1%) market rate adjustment, with rates as follows:

<u>MONTHLY RATES OF PAY</u>					
<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>
35	\$3,774.81	\$3,962.43	\$4,159.44	\$4,366.31	\$4,583.52
40	\$3,965.69	\$4,162.87	\$4,369.88	\$4,587.27	\$4,815.52
43	\$4,115.63	\$4,318.75	\$4,532.24	\$4,756.09	\$4,991.83
53	\$4,541.12	\$4,766.48	\$5,002.19	\$5,249.81	\$5,510.72
64	\$5,062.99	\$5,314.25	\$5,578.06	\$5,855.05	\$6,145.93

MONTHLY RATES OF PAY

<u>Pay Range</u>	<u>STEP A 6 months</u>	<u>STEP B 12 months</u>	<u>STEP C 12 months</u>	<u>STEP D 12 months</u>	STEP E
81	\$5,989.59	\$6,287.19	\$6,599.67	\$6,927.74	\$7,272.24
100	\$7,192.95	\$7,551.49	\$7,927.95	\$8,323.21	\$8,609.64

A.1.2 Effective July 01, 2023, the monthly rates of pay for each pay grade for classifications covered by this Agreement shall be increased by one-half percent (0.5%) above the rates in effect as of January 01, 2023, with rates as follow:

MONTHLY RATES OF PAY

<u>Pay Range</u>	<u>STEP A 6 months</u>	<u>STEP B 12 months</u>	<u>STEP C 12 months</u>	<u>STEP D 12 months</u>	STEP E
35	\$3,793.68	\$3,982.24	\$4,180.24	\$4,388.14	\$4,606.44
40	\$3,985.52	\$4,183.68	\$4,391.73	\$4,610.21	\$4,839.60
43	\$4,136.21	\$4,340.34	\$4,554.90	\$4,779.87	\$5,016.79
53	\$4,563.83	\$4,790.31	\$5,027.20	\$5,276.06	\$5,538.27
64	\$5,088.30	\$5,340.82	\$5,605.95	\$5,884.33	\$6,176.66
81	\$6,019.54	\$6,318.63	\$6,632.67	\$6,962.38	\$7,308.60
100	\$7,228.91	\$7,589.25	\$7,967.59	\$8,364.83	\$8,652.69

A.1.3 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%) above the rates in effect July 01, 2023, with rates as follow:

MONTHLY RATES OF PAY

<u>Pay Range</u>	<u>STEP A 6 months</u>	<u>STEP B 12 months</u>	<u>STEP C 12 months</u>	<u>STEP D 12 months</u>	STEP E
35	\$3,945.43	\$4,141.53	\$4,347.45	\$4,563.67	\$4,790.70
40	\$4,144.94	\$4,351.03	\$4,567.40	\$4,794.62	\$5,033.18
43	\$4,301.66	\$4,513.95	\$4,737.10	\$4,971.06	\$5,217.46
53	\$4,746.38	\$4,981.92	\$5,228.29	\$5,487.10	\$5,759.80
64	\$5,291.83	\$5,554.45	\$5,830.19	\$6,119.70	\$6,423.73
81	\$6,260.32	\$6,571.38	\$6,897.98	\$7,240.88	\$7,600.94
100	\$7,518.07	\$7,892.82	\$8,286.29	\$8,699.42	\$8,998.80

- A.1.4 Effective January 01, 2025, the monthly rates of pay for each pay grade for classifications covered by this Agreement in effect as of January 01, 2024 shall be increased by one hundred percent (100%) of the 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 percent (1%) and a maximum of three percent (3%).
- A.2 Employees currently in Step Advancement shall continue to receive their wage step increase as outlined in A.3 and A.4.
- A.3 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.4 Step Advancement - STEPS A to B, B to C, C to D, and D to E shall be recognized as STEP increases based upon the successful completion of service in each respective STEP.
- A.5 Step Placement Upon Promotion - An employee promoted to a higher paid classification on either a temporary or permanent basis shall be placed into the same wage Step in the higher classification as the Step occupied in the lower classification. Promotion to a higher classification shall modify an employee's Step Advancement Date for future step advancements.
- A.6 New Hires – The Employer may hire new employees above Step A of the employee's classification.
- A.7 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 in 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

A.8 Seasonal Temporary Employees – For informational purposes only, effective January 01, 2023, the pay rate for Seasonal Temporary employees is nineteen dollars and thirty-seven cents (\$19.37) per hour. The Seasonal rate of pay will increase by the same cost of living adjustments as the bargaining unit.

Nothing herein modifies the parties' agreement regarding Seasonal Temporary employees as provided in Article 1.1.2.

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

2/8/23

Date

2/13/23