

A G R E E M E N T
by and between
CITY OF SNOQUALMIE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 2022 through December 31, 2022

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THIS AGREEMENT is by and between the CITY OF SNOQUALMIE, 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 sole and exclusive collective bargaining representative for all employees of the Public Works, Parks, Information Technology (IT), Community Development, and Finance & Administration departments of the Employer and the office-clerical employees of all departments excluding all elected and appointed officers, department heads and confidential employees and seasonal/temporary employees working less than one-sixth time (347 hours) of a regular, full time employee.
- 1.2 **Payroll Deduction** -The Employer shall make deductions for Union membership dues and initiation fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Union demonstrating the employee has affirmatively consented to the deduction of Union dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions shall be remitted to the Union on a monthly basis, beginning no later than the second payroll after receipt of the authorization.

The Employer will stop or revise deducting Union dues/fees from employees who provide to the Union written revocation of authorization for payroll deduction of Union dues. The Union will provide the Employer timely written notification of an employee's revocation of authorization for deduction of Union dues, after which the Employer shall end the deduction no later than the second payroll after receipt of the revocation. . The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the deduction of Union dues/fees.
- 1.3 **Union Notification** - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone and wage rate of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment or any change of employment status.

- 1.3.1 New-Hire Orientation - The Employer shall notify the Union of all new full-time and part-time employees hired into the bargaining unit. The Union and shop steward will then be provided 30 minutes during employees' regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.
- 1.4 Seasonal/Temporary Workers* – For purposes of this Agreement, a “seasonal” or “temporary” employee shall be defined as an employee employed for less than twelve hundred (1200) hours in a twelve (12) consecutive month period. In the event a seasonal/temporary employee is employed for more than one-sixth time of a regular, full time employee (347 hours) in a twelve (12) consecutive month period, the employee shall become a member of this bargaining unit, and will be entitled to the Seasonal/Temporary rate of pay as outlined in Appendix A but will only have those benefits specifically outlined in this Agreement until reaching twelve hundred (1200) hours of employment. In the event a seasonal/temporary employee is employed for more than twelve hundred (1200) hours in a twelve (12) consecutive month period, the employee shall be covered by this collective bargaining agreement as if he/she were a regular employee.
- 1.5 Unless otherwise agreed, only the following provisions of this Agreement shall apply to bargaining unit seasonal/temporary employees who have worked more than one-sixth time of a regular, full time employee (347 hours), but fewer than twelve hundred (1200) hours in a twelve (12) consecutive month period.

Article 1	Article 4	Article 5	Article 6	Article 11
All	4.2 Rest Periods	5.1 Wages	6.2 Seniority	11.1 Safety
	4.3 Meal Periods		6.5 Job Vacancies	Equipment & Protective Gear
	4.6 Overtime			
Article 14	Article 15	Article 16	Article 17	Article 18
All*	All	All	All	All

*Provided that application of the Grievance Procedure shall be limited to alleged violations raised by the employee and union pertaining to hourly wages and union membership issues.

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 his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental or sensory handicap, or age, unless such physical, mental or sensory handicap, or age is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of his employment opportunities, except as such may be a bona fide occupational qualification.

- 2.2 The Union agrees not to request arbitration of any grievance alleging a violation of this Article and of Article 9 Sections 9.3 and 9.6 unless the grievant agrees in writing to accept the Arbitrator's decision as final and binding and in lieu of any other statutory/administrative procedure or remedy that might be available to the grievant. Notwithstanding the above, nothing in this section shall prohibit the Union from concurrently pursuing charges with the Public Employment Relations Commission (PERC) and a grievance.
- 2.3 Wherever words denoting a specific gender are in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III UNION RIGHTS

- 3.1 Union officials (Shop Stewards or members of the Bargaining Committee) shall be granted a reasonable amount of time off with pay to investigate grievances and otherwise administer this Agreement but such activities shall not interfere with normal routine functions of the Department.
- 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, but shall not interfere with employees work activities.
- 3.3 Bulletin Board - The Employer shall provide space for a bulletin board in each work location which may be used by the Union for official union business.

ARTICLE IV HOURS OF WORK, CALLBACK AND OVERTIME

- 4.1 Hours of Work - The normal workweek for Public Works and Parks Department employees shall consist of five (5) consecutive days of eight (8) consecutive hours, 7:00 A.M. to 4:00 P.M., or four (4) consecutive days of ten (10) consecutive hours excluding meal periods as assigned by the Department Head, provided, workweeks that include a Saturday and/or a Sunday shall be assigned by shift bidding by departmental seniority, provided, shifts shall not be changed more frequently than quarterly. The normal workweek for employees in all other departments shall consist of five (5) consecutive days of eight (8) consecutive hours Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding meal periods.
- 4.1.1 By written mutual agreement between the Employer and the employee, an employee may be assigned a work schedule other than those set forth in Section 4.1, such as flex-time, staggered start times, alternate schedules, or telecommuting, so long as there is adequate coverage for the Employer's established work day. In such instances, overtime shall be for all hours worked in excess of the scheduled workday or forty (40) hours in any one (1) work week. There shall be no pyramiding of overtime as a result of this provision.
- 4.1.2 Employees working on a day other than a regularly scheduled work day shall be paid a minimum of three (3) hours at the overtime rate of pay.
- 4.2 Rest Periods - Employees shall receive a rest period of not less than 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. 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 sixty (60) minutes which shall be on the employee's own time and which shall commence within one (1) hour of the mid-point of the work shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. An employee who is directed by the Employer to take his meal period outside of the afore-referenced period shall be paid overtime for the time he would otherwise have been enjoying a meal period. The meal period may be reduced to one-half (1/2) hour, as long as it is mutually agreed to between the Employer and the employee division, as a whole.
- 4.4 **Meal Reimbursement** – Whenever an employee is required to work two (2) hours or more after the end or before the beginning of his normal shift, without twenty-four (24) hours notice, the employee shall receive ten dollars (\$10.00) toward the cost of a meal. The compensation shall be shown on the employee's paycheck and be subject to taxes.
- 4.4.1 Whenever an employee is authorized to work on a non-scheduled overtime basis (i.e. overtime due to an emergency or call-in) the employee shall be provided with a meal or payment in accordance with the provisions of Section 4.4 above if the hours worked exceed five (5) hours. In such instances, employees shall receive an additional meal or payment for every five (5) hours in excess of the initial five (5) hour period.
- 4.5 **Callback** - An employee who has left work and is called back to work after completion of a regular shift 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 and in accordance with Section 4.6. However, an employee who is called back one or more times during the initial three (3) hour callout shall not be entitled to additional minimum payments for each callout within the initial three (3) hour callout, but instead shall be paid only for actual time worked; there shall be no pyramiding of overtime as a result of this provision. An employee who is called in prior to the start of a regular shift shall be paid only for actual time worked, and shall not be entitled to a three-hour minimum payment under this section if the callout is less than three hours from the start of the regular shift. If the call back can be handled via Virtual Private Network from the Employee's home or otherwise handled remotely, the employee shall be paid for a minimum of one (1) hour.
- 4.6 **Overtime** - All work performed and which has been authorized by the Employer in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall constitute overtime and be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Overtime worked in excess of four (4) hours of the employee's scheduled work day shall be paid at two (2) times the employee's regular straight time hourly rate of pay; except that scheduled overtime on the employee's normally scheduled day off shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. "Unscheduled" overtime on the employee's normally scheduled days off shall be paid as follows:
- a. If the employee is required to re-commence work less than twelve (12) hours after leaving work, the first four (4) hours of actual work will be at time-and-a-half, with double time for all hours worked thereafter;

- b. If the employee is required to re-commence work more than twelve (12) hours after leaving work, the first eight (8) hours of actual work will be at time-and-a-half, with double time for all hours worked thereafter. (Actual shall mean the designated time an employee is assigned to begin their shift/assignment.)

For these purposes, "unscheduled" means work required on less than forty eight (48) hours' notice prior to arrival.

- 4.6.1 Employees on a 4/10 day schedule shall be paid at the overtime rate for all hours worked in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week.
- 4.6.2 Overtime shall be paid for in increments of fifteen (15) minutes rounded to the nearest fifteen (15) minutes.
- 4.6.3 In computing overtime, all contractual holidays shall be considered as days worked.
- 4.6.4 Compensatory time off will be accrued pursuant to Section 4.6 at the discretion of the employee. An employee may at any time elect to be paid for some or all of the employee's accrued compensatory time at the employee's regular straight time rate of pay. No employee shall carry more than forty (40) hours of compensatory time. No more than twenty-four (24) hours of compensatory time shall be carried over from year to year. All overtime in excess of forty (40) hours will be paid as overtime pay. All accrued compensatory time over twenty-four (24) hours shall be paid at the employee's regular straight time rate of pay at the end of each year. Upon request of the employee and approval of the City Administrator, or designee, the above caps may be increased in the first quarter of the year due to winter season emergency overtime needed, in order to allow added time for the employee to schedule his/her compensatory time off.
- 4.6.5 All non-emergent overtime, shall be offered to qualified employees, by seniority and first by department. If no one in the department signs up for the overtime, it shall then be offered to the other qualified employees in the bargaining unit by seniority. The process for non-emergent overtime work shall be as follows:
- 4.6.5.1 Non-emergent overtime shall be offered on a per-event, per-day basis. The employer shall first distribute notice of an overtime opportunity, and a signup sheet for the event, via e-mail to all department employees covered by this Agreement at least forty-eight (48) hours prior to the start of the overtime work. Any employee desiring to work overtime for that event must respond within twenty-four (24) hours of the notice, indicating their intent to work the overtime. Should no one designate their preference to work from the department the overtime is needed, then the other qualified employees in the bargaining unit shall also be afforded forty-eight (48) hours to sign up. An employee who signs up for an overtime event commits to work that event, absent a bona fide emergency as determined in the discretion of the Employer.

- 4.6.5.2 The non-emergent overtime signup/notices shall contain the following:
- a) The date and time of the non-emergent overtime work event;
 - b) The deadline for signing up for the non-emergent overtime work event;
 - c) A listing of any special skill, experience and/or personal protective equipment (“PPE”) required or essential to perform the non-emergent overtime; and
 - d) The contact information of the person in charge of the non-emergent overtime.
- 4.6.5.3 The employer will assign the overtime for the non-emergent overtime event, by seniority, to the employees who have timely responded to the notice. In the event that an insufficient number of qualified employees timely respond to the overtime event notice, the employer will assign the overtime to qualified employee(s) beginning with the least senior employee. Employees who sign up and work an overtime event are moved to the bottom of the list, in seniority order, for purposes of consideration for the next subsequent overtime work event. An employee who does not work an overtime event retains his/her position on the seniority list for consideration for the next subsequent overtime event. For overtime work events scheduled for more than one (1) work day (e.g., Railroad Days), each day shall be treated as a separate overtime work event for purposes of signups. Employees desiring to work the event will be offered the opportunity for one or more shifts per work day per event, depending on the number of employees who volunteer. Employees may express a preference for particular shifts during each overtime work event. While the Employer will make an attempt to accommodate shift preferences, the Employer’s shift assignments under this section shall be final.
- 4.6.6 For emergent call outs, seniority rotation shall not apply. Unless an exception is granted and approved by the Employer, an employee must be able to report to the employees work site within forty-five (45) minutes of receiving notification he/she is being called out.
- 4.6.7 The parties agree to meet regularly (i.e. monthly, quarterly) in Labor-Management Committee meetings to discuss the operation/process of the overtime assignment provisions and propose changes as needed.
- 4.7 Standby Duty - Standby Duty shall be assigned by Division and rotate on a weekly basis among those crew members who have indicated a desire to serve on Standby and who are qualified to fulfill the responsibilities of Standby. In the event that there are not enough qualified employees who volunteer for Standby Duty in the Division, the Employer shall offer the Standby Duty to those qualified employees outside of the Division in rotation. In the event that no qualified employees volunteer for the Standby Duty, the Employer will require the employees to do such work by rotation, beginning with the least senior qualified employee. Members who are on Standby must make sure that they are able to respond in a timely manner. Employees on Standby Duty shall be obligated to respond when called in to work. Employees shall not report to work while on Standby Duty in a condition that would violate the Drug Free Workplace Policy.
- 4.7.1 Employees shall be compensated for ten (10) hours at their straight time hourly rate of pay per week while on Standby. Employees, who are on standby and are required to answer electronic alarms from home, shall receive a minimum of one-half hour of their base wage, paid at the overtime rate, for each response, unless it falls within the one-half hour of a previous response. In that case the total time spent responding shall be considered one response for pay purposes.

4.8 For purposes of this Article, the Departments shall be divided into seven (7) divisions, the Water Division, the Street and Storm Division, the Sewer Division, the Fleet and Facilities Division, the Parks Division, the Building Division, the Technical Division and the Clerical Division.

ARTICLE V WAGES

5.1 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.

ARTICLE VI PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

6.1 Probation Period - A new employee shall be subject to a six (6) month probation period, commencing with his date of hire. The probationary period may be extended during any leaves of absence. During this period, such employee shall be evaluated by the Employer and may be terminated at the sole discretion of the Employer. The Employer may, with the approval of the Union, extend the probationary period an additional 90 days or any portion thereof by giving written notice of extension of probation, identifying the areas in which the employee's performance must be improved. No probationary employee shall have access to the grievance procedure to contest their dismissal.

6.2 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.

6.2.1 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

Justifiable discharge;

Voluntary quit;

Layoff or leave of absence exceeding twenty-four (24) months.

6.3 Layoff - In case of a layoff, the employee with the shortest length of continuous service in the affected work group shall be laid off first, provided those employees remaining on the job are qualified to perform the work left by the vacancy. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff. The employee designated for layoff may bump a less senior employee in any lower job classification for which the more senior employee is qualified to hold. Qualified shall mean having demonstrated skills and required experience to perform the job. If there is no employee in the next lower job classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower job classification for such bumping rights. The employee who is bumped by the affected employee shall have the same rights under this Article.

6.3.1 For purposes of this Article, there shall be two (2) work groups. These groups are the Administrative, Clerical, Professional & Technical work group and the Maintenance & Trades work group.

- 6.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted. The employer shall send written notice, postage paid, certified U.S. Mail to the last address provided in City employment records. The notice shall be deemed received two (2) business days following its mailing.
- 6.4.1 When the Employer is unable to contact an 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) calendar 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 he 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 him.
- 6.5 Job Vacancies - When a permanent job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job, over an outside applicant, all else being equal. In applying this provision, it is the intent to promote qualified employees and to permit the Employer to fill vacancies with the most qualified applicant.
- 6.5.1 Notice of permanent job vacancies shall be 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.
- 6.6 Seniority List – Upon request, but not more than quarterly, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, current mailing address, his present classification, date of hire and present rate of pay.

ARTICLE VII HOLIDAYS

- 7.1 Employees shall receive thirteen (13) paid holidays as set forth below:

New Year's Day	January 1st
Civil Rights Day (a/k/a MLK)	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving Day	
Christmas Day	December 25th
(2) Floating Holidays	Designated by the Employee

- 7.1.1 Upon termination, the first floating holiday shall be paid to the employee if it has not been used. The second floating holiday shall not be paid to the employee unless it has not been used and the employee's last day of employment with the Employer is after July 1st of the year.

- 7.2 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.
- 7.3 An employee who is required to work on a holiday shall be paid at the rate pursuant to Section 4.6 for all hours worked. No employee shall be called to work on a holiday for less than one-half (1/2) day's pay.
- 7.4 An employee may select two (2) personal holidays each calendar year as Floating Holidays and the Employer shall grant the days subject to the following conditions:
- 7.4.1 The employee has been or is scheduled to be continuously employed by the Employer for more than four (4) months.
 - 7.4.2 The employee has given not less than seven (7) days notice to the Employer; provided however, the employee and the Employer may agree upon an earlier date.
 - 7.4.3 Seniority shall prevail in granting time-off in those instances where more than one (1) employee request the same day.
 - 7.4.4 The personal holidays shall be taken during the calendar year of entitlement or the day shall lapse, except when an employee has requested a personal holiday and the request has been denied.
- 7.5 Holidays shall be compensated based on the number of regularly scheduled hours in the employee's workday.

ARTICLE VIII VACATIONS

- 8.1 Each regular employee after six (6) months continuous service from the last date of hire with the Employer shall individually accrue annually a vacation with pay on the following basis in accordance with his accumulated continuous service:

<u>Years of Continuous Service</u>		<u>Annual Accrual (hours)</u>	<u>Accrual per Month (hours)</u>
0 through 3		80	6.67
4 through 8		120	10.0
9 through 14		160	13.34
through 15		168	14.0
through 16		176	14.67
through 17		184	15.34
through 18		192	16.0
through 19+		200	16.67

- 8.2 An employee may accrue up to two times their annual vacation allowance of vacation leave. New employees shall be eligible to use five (5) days vacation upon completion of their probation period. Should an employee maintain or accrue vacation in excess of their allowable amount, that excess vacation shall be forfeited on the employee's anniversary date.

- 8.2.1 Upon ratification by both parties, employees currently having accrued vacation in excess of their maximum allowed amount shall have six (6) months from their anniversary date to reduce the excess vacation to the maximum amount allowed or the excess vacation will be forfeited.
- 8.3 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; provided the request is submitted and received by the Employer prior to March 1st of each year.
- 8.4 Employees shall be entitled to receive pay in lieu of their vacation leave in exceptional cases due to scheduling of work or extenuating circumstances; provided however, Employer approval must be obtained.

ARTICLE IX LEAVES

- 9.1 Sick Leave - Employees shall accumulate sick leave with pay at the rate of eight hours (8) per month of service; provided however, no employee shall be accredited with an accumulation greater than seven hundred twenty (720) hours.
- 9.1.1 Physical illness or injury of the employee or an employee's child under the age of eighteen (18), doctor and dental appointments, as well as forced quarantine of the employee in accordance with State or community health regulations or care of any family member defined under the Family Care Act or State law shall be approved grounds for sick leave.
- 9.1.2 The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physician's proof of illness.
- 9.1.3 Should an employee's sick leave accrual exceed the maximum accrual set forth within Section 9.1, the employee shall receive compensation equal to twenty-five percent (25%) of the sick leave hours which exceed the afore-referenced maximum accrual at the employee's regular straight-time hourly rate of pay. Requests for such compensation must be submitted to the Employer in writing on or before December 10th of each year.
- 9.1.4 Whenever any employee suffers a temporary total disability due to an on-the-job injury, the following shall apply:
- A. All on-the-job injuries shall be promptly reported to their Department Head and the Administrative Services Director, or designee.
 - B. A letter from the employee's physician shall be provided to the Administrative Services Director verifying the temporary total disability.
 - C. All time missed (time loss) due to temporary total disability shall be reported on the employee's time card as sick, vacation and/or comp leave, and the employee shall receive his or her regular pay.
 - D. Upon the employee's receipt of the worker's compensation wage loss benefit check from the Department of Labor and Industries, the employee shall endorse and deliver the check to the City (Administrative Services Director or the Sr. Acct. Clerk/Payroll).

- E. Upon receipt of the Department of Labor and Industries check from the employee, one hundred percent (100%) of the sick leave or other leave time charged to the employee for the time loss covered by the Dept. of Labor and Industries check, shall be restored to the employee's leave records.
- F. During the period of temporary total disability, the employee shall continue to receive all contracted benefits.
- G. When an employee is unable to perform regular duties due to a job related injury or illness and the employee is receiving the employer's supplement as outlined above, the employee shall perform light duty tasks as the employer may require, subject to approval of the treating physician. A letter of said approval from the treating physician shall be provided to the Administrative Services Director.
- H. The provisions of this section shall remain in effect for a period of up to six months after the date of injury or until the Department of Labor and Industries makes a determination of permanent total disability, whichever shall first occur.
- I. Upon the employee's return to regular duty, a letter from the treating physician stating the employee is now able to return to regular duty shall be provided to the Administrative Services Director.

9.1.5 Incentive Plan - After accumulating over two hundred forty (240) hours, employees using less than sixteen (16) hours of sick leave in one (1) calendar year may, at their option, receive a cash payment of one (1) hour, for each three (3) hours, up to the ninety-six (96) hours that was accrued that year. The hours will not be allowed to go below two hundred forty (240). This amount is payable once per year and will be received on the last paycheck in January of the next year. The rate of pay shall be straight time.

9.2 Bereavement Leave - In the event of a death in the employee's immediate family, an employee shall be granted three (3) days off with pay.

9.2.1 The term "immediate family" shall be defined as spouse, or spousal equivalent, and children, or stepchildren, or state registered domestic partner of the employee and/or mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or other relative living in the employee's household.

9.2.2 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.

9.3 Disability/Maternity Leave - The Employer will comply with applicable statutes and regulations and will continue its current Disability/Maternity Leave Policy.

9.4 Jury Duty and Other Court Duty Leave – It is the civic obligation of each employee to serve on a jury if called.

- 9.4.1 While on jury duty, or while appearing as a legally required witness, an employee will receive full pay from the City. An employee will receive full pay when subpoenaed for a deposition, or appearing as a witness involving the employee's role as a City employee. An employee will not be paid for time served as a plaintiff, defendant, or witness in a civil matter not involving the employee's role as a City employee, unless that time is taken as accrued vacation leave.
- 9.4.2 The employee shall inform the Payroll Department staff of the amount received from the court for jury duty or witness fees, exclusive of travel and parking, and an amount equal to jury or witness fees actually received by the employee will be deducted from the employee's next month end paycheck or turn in the check to the City of Snoqualmie Human Resources Department with a copy to the Payroll Department.
- 9.4.3 Employees who are absent from work because of jury duty will retain seniority and all benefits. The time away will not affect vacation or sick leave accruals.
- 9.4.4 When an employee is waiting to be impaneled or released from jury duty or as a witness by the court during the employee's work day, the employee is to immediately inform an appropriate supervisor and report to work if requested to do so.
- 9.4.5 If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.
- 9.5 Leave of Absence without Pay – The Mayor may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, or pursuing an education. Such leaves shall not constitute a break in service.
- 9.5.1 Only regular full-time and part-time employees who have satisfactorily completed their probationary period are eligible for leave without pay. The following requirements apply:
- 9.5.2 Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.
- 9.5.3 Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the City Administrator. Further extensions are at the discretion of the City Administrator.
- 9.5.4 An employee's benefits (except medical insurance) are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay for more than a full month. Employees are required to pay their medical insurance costs for leaves in excess of thirty (30) days or may suspend medical insurance coverage for the remainder of the Leave of absence.

- 9.5.5 An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned.
- 9.5.6 An employee returning from a temporary disability may return to the same position or similar position at a comparable rate of pay.
- 9.5.7 If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.
- 9.6 Family Leave - The Employer will comply with applicable statutes, regulations and will continue its current Family Medical Leave Act Policy.

ARTICLE X HEALTH AND WELFARE

- 10.1 Medical Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Regence Blue Shield, AWC HealthFirst 250 Plan for year 2015 and thereafter.
- 10.1.1 Preventive Care - The Employer shall pay the cost for all preventative vaccinations as needed by employees for occupational related diseases (i.e. Tetanus, Hepatitis B etc.).
- 10.1.2 Employer Funded HRA – The Employer will fund the following amounts in a Health Reimbursement Account (HRA); three thousand dollars (\$3,000.00) per year for one employee, six thousand dollars (\$6,000.00) per year for an employee and eligible dependents. There will be no roll-over from year to year. The Deductible amount of two hundred fifty dollars (\$250.00) is not automatically covered in the Health Reimbursement Account (HRA) amount. An employee must participate in fifty percent (50%) of the Wellness Program activities in order to have the two hundred fifty dollars (\$250.00) deductible amount covered. The employee's participation will include completing the Health Questionnaire (HQ) every year and attendance and participation in at least six (6) city approved wellness programs/events (i.e. Birthday/Anniversary Celebrations and Spring and Fall Wellness Program campaigns as well as health screening, annual employee recognition breakfast, and web health coach). Eligible expenses that the HRA can be used for will include co-insurance and co-pays. Employees will be provided with a debit card linked to the HRA account to pay for eligible expenses.
- 10.2 Dental Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Washington Dental Service, Plan F.
- 10.2.1 Orthodontia - The Employer shall pay one hundred percent (100%) of the premium necessary to provide for two thousand dollars (\$2,000.00) Orthodontia Plan V coverage of Orthodontia treatments for the employee, spouse and dependents.
- 10.3 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Vision Service Plan (\$10.00 deductible).

- 10.4 **Life Insurance** - Effective with the first full month following ratification of this Agreement, the Employer shall pay each month one hundred percent (100%) of the premium necessary to purchase Group Basic Term Life Insurance for each employee at the fifty thousand dollar (\$50,000.00) benefit level under the Association of Washington Cities Group Life Insurance Plan naming a beneficiary selected by the employee.
- 10.5 **Deferred Compensation** - Effective upon ratification the Employer shall match an employee's contribution to the Employer provided Deferred Compensation Plan on a one (1) for one (1) basis (one (1) Employer dollar for every employee dollar), up to maximum Employer Contribution of two hundred dollars (\$200.00). If during the term of this Agreement any other represented group at the City of Snoqualmie negotiates an amount greater than two hundred dollars (\$200.00), this contract shall be increased to match such amount.
- 10.5.1 Effective January 1, 2015, the employer shall contribute fifty dollars (\$50.00) per month, to the Deferred Compensation Plan of each employee who is represented under this agreement. This fifty dollar (\$50.00) contribution does not require a match by the employee. There shall be no change to the intent of Section 10.5 as Section 10.5.1 is separate.
- 10.5.1.1 It is the employee's responsibility to enroll in the Deferred Compensation Plan. The fifty dollars (\$50.00) per month contribution cited in Section 10.5.1 shall begin at the employee's enrollment date for new accounts being established. For those employees with existing accounts it is the responsibility of the employee to complete the necessary form(s) to increase the fifty dollar (\$50.00) monthly amount being contributed by the employer.

ARTICLE XI MISCELLANEOUS

- 11.1 **Safety Equipment and Protective Gear** - The Employer shall furnish all required and necessary protective gear and safety equipment.
- 11.2 **Clothing Allowance** - The Employer shall reimburse each worker in the Public Works & Parks Departments as outlined in Article IV, Section 4.8, for the following items each year, not to exceed a combined total purchase price of seven hundred fifty dollars \$750.00.
- pair dark blue denim jeans up to a maximum of \$70.00 per pair
 - long-sleeved work shirts (for winter)
 - tee-shirts (for summer)
 - hats (solid in winter, mesh in summer)
 - coveralls as needed for mechanics
 - insulated coveralls
 - foul weather gear
 - appropriate safety footwear

- 11.2.1 Additionally, the Employer shall provide each Public Works Department worker, as outlined in Article IV, one (1) winter weight jacket and one (1) light weight jacket every other year, as needed.
- 11.2.2 The Office-Clerical workers, as outlined in Article IV, shall receive two (2) shirts each year. The shirts must be approved by the Employer and bear the City of Snoqualmie logo. Additionally, these employees will receive one (1) lightweight jacket every other year, as needed.
- 11.2.3 The shirts, coats and hats shall have the "City of Snoqualmie" logo and employee names on them. Employees in the Public Works Department as outlined in Article IV, Section 4.8, shall be required to wear the Employer provided uniforms while at work.
- 11.2.4 The Police Support Officer and Evidence Technician positions shall receive one (1) pair of standard department footwear, three (3) pairs of pants, three (3) shirts, and one light weight jacket, as needed and approved by the Police Chief. Replacement shall be on a fair wear and tear basis.
- 11.2.5 Employees are responsible for the cleaning of their clothing and they are expected to begin each workday in clean and presentable clothing.
- 11.3 Training - Training which an employee is required to attend by the Employer which is not part of the employee's regular schedule shall be paid at the overtime rate with a maximum of eight (8) hours per day; provided that seasonal/temporary employees shall be paid their hourly rate for time in such training. An employee shall not be eligible for any overtime resulting from attendance at any training school or session in lieu of a scheduled work day (maximum regularly scheduled number of shift hours), provided, training and travel time does not exceed the regular scheduled days work. Any time spent in excess of the regular scheduled day shall be paid at time and one-half (1-1/2) the employee's regular rate of pay.
- 11.3.1 Employees who attend training that requires overnight accommodations shall be paid at the straight-time rate for all travel and lodging time associated with the training with a maximum of eight (8) hours per day or regularly scheduled work shift; provided that they are traveling during a regularly scheduled work day, or if on a day off and the training was voluntary, no compensation will be paid for travel and lodging time. Pay for travel time shall be as provided by applicable state or federal law.
- 11.4 Higher Classification - In the event an employee is assigned to work by his or her department head with the approval of the City Administrator in a higher classification than that to which the employee is regularly assigned for a period of three (3) consecutive work days or more, the employee shall be paid at the next higher rate of pay in the higher classification with a minimum increase of five percent (5%) and a maximum increase of ten percent (10%) and provided further, that this provision shall not apply when the employee is in training status.
- 11.4.1 In the event an employee is assigned to work by his or her department head with the approval of the City Administrator in a higher classification than that to which he is regularly assigned for a period of greater than three (3) consecutive months, such employee shall then advance to the next pay STEP for such classification.

- 11.5 Benefits for Regular Part-Time Employees - Regular part-time employees shall receive holidays, vacation, leaves and health and welfare benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week and the department's normal work week is forty (40) hours, the employee shall receive 20/40ths, or fifty percent (50%) of the benefits received by a full-time employee.
- 11.6 Drug and Alcohol Testing - Employees required to have a Commercial Drivers License (CDL) shall be subject to the Drug and Alcohol Testing Policy and Procedure as agreed to by the Union and the Employer.
- 11.7 Non-Disclosure Agreement - In order to protect the Employer's confidential information to which IT department employees have access in the performance of their job responsibilities, IT department employees shall sign a Non-Disclosure Agreement in the form attached hereto as Appendix B as a condition of employment.

ARTICLE XII MAINTENANCE OF STANDARDS

- 12.1 It is not the intent of the parties to reduce the hourly rates of pay or benefits that are not expressly amended by this Agreement. The parties agree to review any unintended consequence that may be affected by the Agreement.

ARTICLE XIII WARNING NOTICE AND DISCIPLINE

- 13.1 The Employer shall not discipline a permanent employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee in writing. A copy of any disciplinary action shall be sent to the Union at such time it is presented to the employee, except that no warning letter need be given to an employee before the employee is discharged or suspended if the cause of such discharge or suspension is for theft, gross insubordination, drunkenness on duty, and/or issues of parallel magnitude. Warning notices to be considered valid, shall be issued within ten (10) days after the occurrence of the violation or within ten (10) days of the timely conclusion of the investigation of the violation claimed by the Employer in such warning notice. Probationary employees may not use the grievance procedure to contest any discipline or termination decision by the City.
- 13.2 Warning notices shall be immediately removed from the employee's personnel file at such time as the complaint is determined to be unfounded.
- 13.3 Warning notices shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice; provided however, warning notices may be retained in the employee's file for a period of up to twelve (12) months thereafter for the purpose of demonstrating a pattern of recurrent or habitual behavior of a similar nature. Time limitations contained in this section shall not apply to any suspension or any discipline issued based on conduct that would violate any statute, regulation, ordinance or policy prohibiting discrimination and/or harassment.

ARTICLE XIV GRIEVANCE PROCEDURE

- 14.1 A grievance is defined as a dispute involving the proper interpretation or application of the express provisions of this Agreement that arise during the term of this Agreement. It is the intent of the parties that the following procedure is the exclusive remedy for resolving disputes as defined herein. The employee shall have the right to Union representation in all steps of the grievance procedure. When the term "days" is used, it shall refer to calendar days. If the last day of the time line referenced herein lands either on a weekend or holiday, then the time line shall be extended to the end of the next business day at 5:00 P.M. By mutual agreement of both parties the time lines may be extended. The employee, the Union or the Employer can file a grievance.
- 14.2 Step One - The grievance shall first be presented to the employee's Department Head, or designee in writing and include a statement of the grievance containing the following: (a) the facts on which the grievance is based; (b) a reference to the provision in this agreement; (c) the remedy sought. The grievant shall submit the written statement of grievance to their Department Head, or designee, within ten (10) days. In the event the grievant does not present such grievance within ten (10) days of its occurrence or reasonable knowledge of the occurrence, the grievance shall be invalid and subject to no further processing. The Department Head or designee shall meet with the employee or Union representative within ten (10) days from submission of the written statement of grievance to resolve the matter or deny the grievance. If resolved, the disposition shall be indicated on the written statement and signed by the Department Head or designee and the Union.
- 14.3 Step Two - If the grievance is denied at Step 1, a written statement of the grievance shall be submitted to the Mayor or designee by the employee or Union representative within fifteen (15) days of the date of denial. The Mayor or designee, shall meet with the employee and/or Union representative within ten (10) days and thereafter shall have fifteen (15) days to resolve or deny the grievance. If any agreeable disposition is made, the Mayor or designee and the Union to the grievance shall sign it.
- 14.4 Step Three - If the grievance is denied at Step 2, the Union may request the grievance be referred to a neutral third party within twenty (20) days of the denial in writing. Upon mutual agreement between the Employer and the Union, the parties shall have the option to utilize the "Teamsters and Employers' Board of Adjustment" (also known as the Braun Panel) to process the grievance. The parties shall be bound by the rules and regulations of the Panel and all decisions of said panel shall be final and binding. The parties shall share the cost of said panel equally. Should the parties not be able to reach agreement to use the Panel or should the Panel "Deadlock" (unable to reach consensus) then the matter will proceed to arbitration. Representatives from the Employer and the Union shall consult within seven (7) days of the date of the written request for arbitration is submitted to attempt to agree on a arbitrator. If the parties cannot agree within three (3) days, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) arbitrators with offices in Washington or Oregon. The Employer and the Union shall alternatively strike one name from the list until only one name remains. The order of striking shall be determined by the toss of the coin, the loser striking the first name. The one name remaining shall be the arbitrator.

- 14.5 The arbitrator shall hold a hearing at which the parties may submit their case concerning the grievance. The arbitrator shall have no power to render a decision that shall add to, subtract from, alter, change or modify the terms of this agreement. The arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees involved.
- 14.6 The cost of the Arbitrator shall be borne equally by the Employer and the Union. Each party shall bear its costs of presenting its case.
- 14.7 There may be some instance where an outside agency or party may be used for arbitration in lieu of PERC, if both the Employer and Union agree.
- 14.8 The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union.
- 14.9 The timelines contained within each step of the Grievance Procedure may be waived or extended by written agreement between the Employer and the Union.

ARTICLE XV MANAGEMENT RIGHTS

- 15.1 Management Rights - The Union recognizes any and all rights, powers and authorities, which are not modified by this agreement, as being retained by the Employer. These rights include but are not limited to the following:
- To maintain efficiency and to make, alter, and enforce reasonable policies and procedures to be observed by the employees.
 - To direct, hire, promote, transfer, and for just cause, suspend, issue oral and/or written reprimands, or dismiss employees.
 - To evaluate jobs and positions, classify positions, establish qualification requirements of employees and specify the employee's duties and work hours.
 - To manage and operate City services in all respects and without restrictions.
 - To establish the services to be rendered, the methods, the work procedures, the type of equipment to be used; to select, control and direct the use of all materials required in the operation of the service provided and performed.
 - To schedule work, to make, alter and enforce policies and regulations governing the use of material, equipment and services that may be deemed necessary.
 - To contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency. There shall be no reduction of positions or workforce as a result of contracting out in the classifications that the contracted work is to be performed or is performed.

- To assign bargaining unit work to temporary replacement employees.
 - To assign seasonal workers duties as outlined in Appendix "C". Seasonal workers shall be allowed to perform the agreed on types of work on Saturday and Sunday.
- 15.2 The above is intended to be exclusive and shall not exclude any historical or normal rights of management.

ARTICLE XVI SEPARABILITY AND SAVINGS

- 16.1 Should any portion 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 XVII PERSONNEL POLICIES

- 17.1 The City's duly adopted Personnel Policies as they now exist or may hereafter be amended apply to all matters not expressly covered by this Collective Bargaining Agreement. The City shall give the Union not less than thirty (30) days notice of its intent to amend the Personnel Policies. The Union reserves the right to bargain changes in the Personnel Policies, provided that such bargaining obligations shall apply to the impacts of City changes required to meet mandates by State or Federal Law.

ARTICLE XVIII DURATION

- 18.1 This Agreement shall be effective January 01, 2022 and shall remain in full force and effect through December 31, 2022.
- 18.2 Notwithstanding the provisions of Section 18.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.
- 18.3 The parties agree to begin bargaining for a successor agreement no later than October of 2022 but further commit to begin a salary study for the bargaining unit no later than the end of August 2022.

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

By



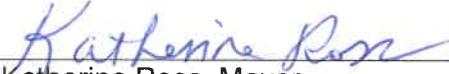
Chad L. Baker, Secretary-Treasurer

Date

5/3/22

CITY OF SNOQUALMIE, WASHINGTON

By



Katherine Ross, Mayor

Date

5/24/22

APPENDIX "A"
 to the
A G R E E M E N T
 by and between
CITY OF SNOQUALMIE, WASHINGTON
 and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 2022 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SNOQUALMIE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- A.1 Effective January 01, 2022, the monthly rates of pay for each classification covered by this Agreement shall be increased by four percent (4%) as follows:

CLASSIFICATIONS	Step A 00-12m	Step B 13-24m	Step C 25-36m	Step D 37-48m	Step E 49+m
Project Engineer	\$8,026	\$8,389	\$8,766	\$9,158	\$9,571
Senior Planner	\$7,793	\$8,143	\$8,510	\$8,893	\$9,293
Financial Analyst	\$7,296	\$7,624	\$7,968	\$8,327	\$8,701
Deputy Building Official (Vacant)					
Fleet/Facilities Supervisor					
Parks Supervisor	\$6,778	\$7,082	\$7,403	\$7,736	\$8,083
Street/Storm Supervisor					
Wastewater Division (Treatment Works) Supervisor					
Water Division Supervisor					
Associate Planner	\$6,520	\$6,812	\$7,119	\$7,437	\$7,774
Building Inspector					
Systems Engineer	\$6,218	\$6,497	\$6,790	\$7,095	\$7,415
Utility Inspector (Vacant)					
Accountant	\$6,132	\$6,410	\$6,696	\$6,998	\$7,313
Senior Technician					
Senior Operator					
Senior Mechanic (Vacant)					
Parks Lead Worker	\$6,030	\$6,301	\$6,583	\$6,880	\$7,192
Laboratory Analyst					
Urban Forester					

CLASSIFICATIONS	Step A 00-12m	Step B 13-24m	Step C 25-36m	Step D 37-48m	Step E 49+m
Assistant Planner	\$5,855	\$6,117	\$6,393	\$6,682	\$6,985
IT Systems Support GIS Analyst	\$5,843	\$6,106	\$6,379	\$6,665	\$6,966
Police Support Officer	\$5,679	\$5,961	\$6,263	\$6,573	\$6,901
Administrative Coordinator	\$5,605	\$5,857	\$6,121	\$6,395	\$6,684
Facilities Tech II					
Facilities Tech/Mechanic					
Maintenance Tech II					
Mechanic II	\$5,544	\$5,793	\$6,051	\$6,324	\$6,609
Operator II					
Parks Maintenance Worker					
Senior Account Clerk	\$5,544	\$5,793	\$6,051	\$6,324	\$6,609
Service Desk Technician	\$5,033	\$5,259	\$5,496	\$5,742	\$6,004
Permit Technician/Planning Technician					
Administrative Assistant II	\$4,981	\$5,204	\$5,438	\$5,684	\$5,939
Evidence/Records Technician (Effective 6-1-18)					
Account Clerk					
Administrative Assistant					
Evidence/Records Technician (Move to above wage scale 6-1-18)	\$4,720	\$4,931	\$5,153	\$5,383	\$5,628
Records Technician					
Communications Assistant	\$4,425	\$4,624	\$4,832	\$5,050	\$5,276
Receptionist-Office Assistant	\$4,270	\$4,464	\$4,662	\$4,874	\$5,092

A.5 Steps A to B, B to C, C to D and D to E above are automatic progression pay Steps.

A.6 The hourly rates of pay for seasonal/temporary employees covered by this Agreement as defined in Article 1.5 shall be as follows:

<u>At Hire</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$14.00	\$15.00	\$16.00	\$17.00

A.7

Longevity Pay - All employees shall receive monthly Longevity Pay in addition to their monthly rates of pay as follows:

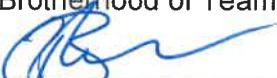
<u>SERVICE TIME</u>	<u>PERCENTAGE OF BASE MONTHLY WAGE</u>
After 5 years	1%
After 10 years	2%
After 15 years	4%
After 20 years	5%

A.8

Labor Management Committee – The Labor Management Committee will meet for the purposes of establishing an open dialogue and discussion of issues that are not covered by this agreement. The Committee shall consist of the Union Shop Stewards and at least two members of management, for example, City Administrator and a Department Head. The Committee shall meet at the request of either the Employer or the Union.

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

By


Chad L. Baker, Secretary-Treasurer

Date

5/31/22

CITY OF SNOQUALMIE, WASHINGTON

By


Katherine Ross, Mayor

Date

5/24/22

APPENDIX "B"
to the
A G R E E M E N T
by and between
CITY OF SNOQUALMIE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 2022 through December 31, 2022

THIS APPENDIX is part of the AGREEMENT by and between the CITY OF SNOQUALMIE, 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.

The parties agree that as a condition of employment, IT department employees shall be required to sign a Non-Disclosure Agreement in the following form:

THIS NON-DISCLOSURE AGREEMENT is given by the undersigned, hereinafter "the Employee," to the City of Snoqualmie, hereinafter "the Employer," in consideration of Employer's employment of Employee.

I. RECITALS

- A. Employee is employed by Employer in a position within the IT Department, which position is within the bargaining unit represented by Teamsters Local 763, hereinafter "the Union."
- B. Employee's job responsibilities may from time to time include monitoring computer use by other employees to guard against misuse of the Employer's computer system, including email policies, Web browsing policies, storage, use or dissemination of pornography; storage, use or dissemination of illegal music or video files; and other similar violations of Employer's email and computer use policies.
- C. In order to perform the job duties of IT System Support, Employee necessarily has the abilities and responsibilities as may be directed:
 1. To remotely monitor and control all computers connected to the City's network, and to capture and print screen shots without the user's knowledge;
 2. To log internet sites visited by users of all computers connected to the City's network;
 3. To open and review emails of any user of the City's network email system;
 4. To view and modify the properties of any computer file, including the date created and date modified;
 5. To copy, open, view, modify, delete or otherwise manipulate any computer file, either on the City's network servers or on the local drives of City-owned computers; and
 6. To restore and retrieve any deleted file or email message.

- D. Employer maintains information in computer files and conducts communications by email. Some of Employer's information and communications is confidential in nature as relating to labor policy, strategy or negotiations, discipline, administrative or court proceedings, or other similarly confidential topics, hereinafter "the Employer's Confidential Information."
- E. Employee through exercise of the abilities set forth in Recital C has access to the Employer's Confidential Information, misuse of which could cause irreparable harm to Employer.
- F. Employee's access as a member of the Union to Employer's Confidential Information creates a potential conflict of interest, which it is the purpose of this Non-Disclosure Agreement to address.

II. AGREEMENT

- 1. Employee shall not disclose to any person any information or communications obtained or observed in the course of Employee's employment, except as specifically requested and directed by the City Administrator, or by any person to whom the City Administrator has delegated such authority in writing. The term "person" as used herein shall include any organization of any nature whatsoever. This shall include not only the copying, forwarding or printing emails or computer files but also providing written or verbal descriptions of information or communications obtained. This shall apply to all information and communications maintained on Employer's computer system or backups thereof.
- 2. Employee shall not disclose the existence, nature or content of any emails or computer files Employee recognizes as related in any way to Employer's Confidential Information. In the event Employee shall in the course of monitoring computer use of other employees or elected or appointed City officials or their attorneys or consultants observe any email, document, or keystrokes Employee recognizes as related in any way to Employer's Confidential Information, Employee shall cease monitoring the same, log the occurrence and provide a weekly report of all occurrences logged to the City Administrator.
- 3. Violation of this Agreement shall constitute cause for discipline pursuant to the City's disciplinary policies. Intentional disclosure of any of Employer's Confidential Information shall constitute cause for immediate termination of employment, subject to applicable provisions of the collective bargaining agreement.

Print Name: _____

Signed: _____

Date: _____

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

By



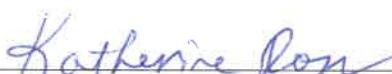
Chad L. Baker, Secretary-Treasurer

Date

5/13/22

CITY OF SNOQUALMIE, WASHINGTON

By



Katherine Ross, Mayor

Date

5/24/22

APPENDIX "C"
to the
A G R E E M E N T
by and between
CITY OF SNOQUALMIE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763

January 01, 2022 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF SNOQUALMIE, 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.

The parties agree that the duties of Seasonal/Temporary workers shall be limited as follows:

- The work shall be unskilled. Duties shall be litter and trash collection, weeding, cleaning restrooms, watering, edging walks and gardens and collecting landscape and construction refuse.
- Seasonal temporaries will be permitted to use tools within their job description.
- Seasonal temporaries may not drive or operate vehicles, except that they may drive non-CDL vehicles to carry their tools to and from their work sites.
- They will not work over forty hours in a week.

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

By



Chad L. Baker, Secretary-Treasurer

Date

5/8/22

CITY OF SNOQUALMIE, WASHINGTON

By



Katherine Ross, Mayor

Date

5/24/22