

AGREEMENT
by and between
CITY OF MEDINA, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Employees)
January 01, 2025 through December 31, 2027

THIS AGREEMENT is by and between the CITY OF MEDINA, 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.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION.....	1
ARTICLE II	NON-DISCRIMINATION	1
ARTICLE III	MANAGEMENT RIGHTS.....	2
ARTICLE IV	UNION MEMBERSHIP AND PAYROLL DEDUCTION	2
ARTICLE V	UNION BUSINESS	2
ARTICLE VI	HOURS OF WORK.....	2
ARTICLE VII	OVERTIME	3
ARTICLE VIII	CALLBACK AND ON-CALL DUTY	3
ARTICLE IX	WAGES.....	4
ARTICLE X	HOLIDAYS	4
ARTICLE XI	VACATIONS	5
ARTICLE XII	SICK LEAVE	6
ARTICLE XIII	HEALTH AND WELFARE INSURANCE BENEFITS.....	7
ARTICLE XIV	UNIFORMS, CLOTHING AND TRAINING	9
ARTICLE XV	PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES.....	9
ARTICLE XVI	DISCHARGE AND DISCIPLINE	10
ARTICLE XVII	GRIEVANCE PROCEDURE.....	10
ARTICLE XVIII	SAVINGS CLAUSE.....	11
ARTICLE XIX	COMPLETE AGREEMENT	11
ARTICLE XX	PAST PRACTICES	11
ARTICLE XXI	DURATION	11
APPENDIX "A"	CLASSIFICATIONS AND HOURLY RATES OF PAY	13
	MEMORANDUM OF UNDERSTANDING - VEBA.....	Error! Bookmark not defined.

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ARTICLE I **RECOGNITION**

- 1.1 Recognition - The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all full-time, and regular part-time, maintenance employees; excluding supervisors, confidential employees and all other employees of the Employer. "Supervisors" excluded by this agreement shall not include the Maintenance Supervisor who shall be included in the bargaining unit. All maintenance employees who would qualify as employees under the presumptions provided by WAC 391-35-350 as the same exist or is hereafter amended shall be included in the unit, provided that nothing herein shall be interpreted to include employees engaged in activities other than maintenance to be members of the bargaining unit. By way of illustration and not limitation, lifeguards are not maintenance employees included within this bargaining unit.
- 1.2 Regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive pro-rated benefits under this contract calculated upon the relationship of the hours regularly scheduled to work per week to forty (40) hours.

ARTICLE II **NON-DISCRIMINATION**

- 2.1 No employee shall be discriminated against for upholding lawful 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 disability, or age, except as such may be a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities, except as such may be a bona fide occupational qualification. Disputes regarding this Article may be handled through either the grievance procedure and/or the applicable regulatory agency.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE III MANAGEMENT RIGHTS

3.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement. Such rights, powers, authority and functions shall include but in no way shall be limited to the determination of the size and composition of the work force; the selection, retention, discipline, layoff or discharge of employees; the direction and assignment of the work force; the allocation of work assignments among all employees; the establishment of work rules; the determination and location of any job sites; the determination of the equipment to be utilized and the methods to be used in the discharge of work functions; and the right to contract and subcontract any and all work as the need may arise, as long as said subcontracting does not result in the layoff of bargaining unit employees.

ARTICLE IV UNION MEMBERSHIP AND PAYROLL DEDUCTION

4.1 Employees covered by the Agreement have the right to become and remain members in good standing in the Union during the term of this Agreement in accordance with State Law.

4.2 Payroll Deduction – The Employer shall deduct from the pay of each employee covered by this Agreement, upon their written authorization, the dues and initiation fees, and delinquent dues and delinquent initiation fees, of the Union, and shall remit to said Union all such deductions monthly. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of this check-off provision upon presentation of proper evidence thereof. No deduction shall be made that is prohibited by applicable law.

ARTICLE V UNION BUSINESS

5.1 Union Officials Time-Off - The Union shall have the right to select one (1) employee as a Unit Steward. The investigation of grievances and other Union business performed by the Steward shall normally be conducted only during non-working time. Where it is necessary to conduct any Union business during working time, specific approval must be obtained from the supervisor.

5.2 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.

5.3 Union Notification – The Employer agrees to furnish the Union a seniority roster showing the names of all employees in the bargaining unit, their classification, and date of hire. This list shall be revised each six (6) months thereafter.

ARTICLE VI HOURS OF WORK

6.1 Work Schedule – The standard work week shall consist of five (5) consecutive days of eight (8) consecutive hours for all full time employees, excluding meal period. The standard work week shall be scheduled Monday through Friday.

6.1.1 Alternate workweeks shall consist of four (4) days of ten (10) consecutive hours or a 9/80 schedule over a two week period for all full time employees, excluding meal period. The FLSA work period for a 9/80 schedule begins at the midpoint of the 8-hour shift. The FLSA work period for all other shifts begins at 12:01 am on Sunday and ends at midnight on Saturday.

- 6.1.2 By mutual agreement between the Employer and the employee, an employee may have alternate workweeks, flexible starting time, ending time, meal periods and working hours.
- 6.2 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes, on the employer’s time, for each four (4) hour work period. Rest period 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.
- 6.3 Meal Periods – Employees shall receive a meal period of thirty (30) minutes for each workday that is at least five (5) hours in duration. The meal period shall be on the employee’s own time and shall, when practical, commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 6.4 Light Duty – Employees may be assigned alternate or light duties, including special projects and/or duties typically performed by other City personnel, when injured and unable to perform all the physical functions of their job position, and when released by the employee’s attending physician for such duties; provided, however, that such light-duty assignment does not displace other employees.
- 6.5 Schedule Change – Employer will attempt to provide a minimum of two (2) weeks notice for changes to work schedules. Emergency or unanticipated schedule changes are understood to be exempt from this language. After the reason for the schedule change is completed, the employee may request to return to their preferred schedule.

ARTICLE VII OVERTIME

- 7.1 If an employee is required to work (includes compensatory time, sick leave and vacation) in excess of their regular daily schedule or forty (40) hours per work week, the employee shall be compensated for such work at one and one-half (1-1/2) times the regular straight-time hourly rate of pay.
- 7.1.1 If the Employer extends the shift of an employee, the employee shall be compensated at one and one-half (1-1/2) times their regular straight-time rate of pay with a minimum guarantee of one and one-half hours of pay.
- 7.2 Overtime shall be paid to the nearest quarter hour.
- 7.3 Compensation for overtime shall be in the form of additional compensatory time off or extra pay at the employee’s option. No employee shall accumulate more than one-hundred (100) hours of compensatory time in one (1) year or carry over more than eighty (80) hours compensatory time into a succeeding year. Any hours over the cap on the final payroll of each year shall be cashed out and paid to the employee on the final paycheck of that year.
- 7.4 All overtime must be authorized in advance by the employee’s supervisor or within twenty-four (24) hours after its occurrence under circumstances where the supervisor is not available for prior authorization.
- 7.5 Overtime shall be offered to employees on a rotating basis.

ARTICLE VIII CALLBACK AND ON-CALL DUTY

- 8.1 Callback – Maintenance employees called back to work after having completed the scheduled shift and having left the premises shall receive callback pay of a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time rate

of pay commencing from the time the employee initiates their return to work and ends once the employee returns home. Callback shall not apply in cases of scheduled overtime.

- 8.1.1 The employee shall take the most direct route to work and home while on callback.
- 8.2 On-Call Duty – An employee who is required to be available and subject to call shall receive an On-Call Duty Allowance of ten dollars (\$10.00) per hour for each hour the employee is required to be available and subject to call. The employee shall be provided with a communications device in order to respond to callout without undue restrictions on activities. The duty allowance shall be calculated into the “regular rate” for overtime payment purposes. When On-Call Duty is utilized, there shall be a minimum of two employees assigned to On-Call Duty.
- 8.3 Employees who answer telephonic calls while off the clock shall receive pay at one and one-half (1-1/2) times the employee’s regular straight-time rate of pay rounded for all time spent to the nearest quarter (1/4) hour.

ARTICLE IX WAGES

- 9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.
- 9.2 Deferred Compensation – Employees are eligible to receive contributions from the City toward the ICMA Deferred Compensation Plan or other mutually agreed upon deferred compensation plan. The City’s contributions are a one-to-one match, up to two-hundred fifty dollars (\$250.00) maximum per month for a regular full-time employee.
- 9.3 The City may change from the current payday schedule to a lag payday schedule with fixed semi-monthly paydays (i.e., switch from monthly to semi-monthly paydays). The Employer agrees to provide employees with 30 days notice prior to the exact date of the change.

ARTICLE X HOLIDAYS

- 10.1 Employees shall receive the following holidays off with pay. Employees shall receive compensation based on their regular scheduled workday at the regular straight-time hourly rate of pay:

New Year's Day	1 st of January
Martin Luther King Jr.'s Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June
Independence Day	4 th of July
Labor Day	1 st Monday of September
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	25 th of December
Two (2) "Floating Holidays" designated by the employee	

- 10.1.1 One (1) additional “Floating Holiday” shall be provided to bargaining unit members starting on January 1 of their tenth (10th) anniversary year with the City and each January thereafter.

- 10.2 Regular part-time employees shall receive pro rata holidays based upon the relationship of the hours worked per week to forty (40) hours. Full-time employees who work a four (4) day, ten (10) hour schedule may choose, with supervisory approval, to revert to a standard work week during a week in which a holiday occurs, or choose to supplement their eight (8) hours of holiday pay with two (2) hours of vacation pay, if the employee has accrued vacation to use.
- 10.3 Employees required to work on a holiday shall be paid two and one-half (2-1/2) times the employee's regular straight-time rate of pay, for a minimum of three (3) hours.
- 10.4 If a holiday pursuant to this Section falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday, pursuant to this Section falls on a Sunday, the holiday will be observed on the following Monday. If an employee is scheduled for a four day, ten hour workweek the holiday will be observed on the workday closest to the day observed by the Employer (i.e., if working Monday through Thursday, a Friday observed holiday will be observed on the preceding Thursday. If a Monday observed holiday occurs, it will be observed on Monday. If working Tuesday through Friday workweek, a Monday observed holiday will be observed on the following Tuesday. A Friday observed holiday will be observed on Friday).

ARTICLE XI VACATIONS

- 11.1 Eligibility - Regular employees shall accrue vacation time off with pay as set forth in Section 11.2, based upon the employee's continuous length of service accumulated as of the most recent anniversary date of his employment. An employee shall not be eligible to take vacation time off until he shall have worked for the Employer for a minimum six (6) calendar months from his most recent anniversary date of employment.
- 11.2 Accrual - Vacation time-off shall accrue monthly on the following basis:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ANNUALIZED LEAVE</u>
First year	96 hours
Second through fourth years	112 hours
Fifth through seventh years	128 hours
Eighth and ninth years	144 hours
Tenth through fourteenth years	160 hours
Fifteenth through nineteenth years	176 hours
Twentieth and subsequent years	200 hours

- 11.3 Payment upon Termination - Upon termination of employment, employees shall receive all vacation time earned and not yet taken. No vacation credit shall be given unless the employee has worked for the Employer for at least six (6) months and, in the case of voluntary separation, the employee has given the Employer at least two (2) weeks written notice of separation.
- 11.4 Death Benefit - Upon the death of an employee, the accrued vacation pay, compensatory time and sick leave pay (as applicable) of the deceased employee shall be paid to his designated beneficiary pursuant to Section 13.3 at the then current hourly rate. However, payment of accrued but unused sick leave to an employee's designated beneficiary upon death of an employee will occur only when the death occurs while the employee is at work.
- 11.5 Carryover - Maximum vacation accrual carried forward at year end will be one and one-half (1 ½) times the employee's annual accrual. The City Manager may approve additional days to be carried into the succeeding years provided unique work-related circumstances existed, which prevented employee's use of leave. The City Manager may also approve additional days to be carried into the succeeding years for a planned extended leave.

Extended leave may only be permitted one time for each employee and may not be used to accrue additional vacation leave for retirement cash-out. Such request shall be made in writing to the City Manager prior to December 1st.

- 11.6 Part-Time Employees - Regular part-time employee's vacation accrual shall be pro rata, based upon the relationship of the hours worked per week to forty (40) hours.
- 11.7 Scheduling - Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employees and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority.
- 11.8 Employees shall receive vacation compensation based on their regular scheduled workday.

ARTICLE XII SICK LEAVE

- 12.1 Accrual - Employees shall accumulate sick leave with pay at the rate of eight (8) hours per month of service; provided however, no employee shall carryover an accumulation greater than nine hundred sixty (960) hours from one calendar year to the next. Employees hired after the execution of this Agreement shall receive ninety six (96) hours upon initial hire to be repaid from the first year's accrual. Leave used but not earned shall be repaid to the Employer upon termination.
- 12.1.1 Regular part-time employees shall accumulate pro-rata sick leave with pay based upon the relationship of the hours worked per week to forty (40) hours.
- 12.2 Usage - Sick leave shall be granted upon application before or within reasonable time after the absence, depending on the circumstance of each case. Each employee shall use sick leave solely for purposes allowed by law. Utilization of sick leave for any other purpose may be cause for disciplinary action. The Employer may require that the employee furnish medical verification in accordance with WAC 296-128-660.
- 12.2.1 Sick leave may be utilized for care of immediate family as described in Article 12.4.1.
- 12.3 In the event employees are absent for reasons, which are covered by State Industrial Insurance, the Employer shall, at the employee's request, pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would have otherwise been eligible to receive in sick leave. Such payment(s) to the employee shall be made at such times as the difference is reasonably determinable. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the Employer until such time as the employee's accumulated sick leave is depleted.
- 12.4 Emergency Leave - In the event of critical illness in the employee's immediate family, the employee may be granted leave of absence with pay for a minimum three (3) working days.
- 12.4.1 The term "immediate family" shall be defined as related by blood, marriage, or legal adoption to include the employee's parent(s), spouse, registered domestic partner, child(ren), step-child(ren), brother(s), sister(s), step-parent(s), mother or father-in-law, son(s) or daughter(s) in law, grandparent(s), grandchild(ren), or other relatives who live in the employee's home, or to established relationships having attributes of familial ties.
- 12.4.2 An employee may be excused by his department head to attend funeral services of a deceased City employee without loss of pay.

- 12.4.3 A regular full-time employee may take up to thirty-two (32) hours of funeral leave for a death in the employee's immediate family. With department director approval, up to forty-eight (48) additional hours of sick leave may be utilized in these situations, for a total absence of eighty (80) hours (two regular work weeks).
- 12.5 Donation of Sick Leave – Employees may donate their accrued sick leave to another employee who, because of a personal health condition must take time off from work for medical treatment or prolonged convalescence. Employees must leave a minimum of one-hundred (100) hours in their sick leave bank at the time of donation.
- 12.6 Washington State Paid Family and Medical Leave. The Employer will comply with the Washington State Paid Family and Medical Leave (PFML) program. Benefits and premiums are established by the State of Washington. Employees pay the designated share of premiums via payroll deduction.
- 12.6.1 Washington State Paid Family Medical Leave shall be administered in accordance with applicable state laws and statutes. For more information about Washington State Paid Family Medical Leave, employees may refer to the Employment Security Department website, City posters, and City Human Resources.
- 12.7 Court Appearance – An employee who is required to serve on a jury or as a result of official duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be authorized leave with pay. When summoned and serving for jury service the Employer may, at its discretion, request that an employee be excused or delayed from jury duty when the employee's absence would adversely affect business needs. The employee is required to report to work at the City following jury selection if not serving as a juror or on days when court is in recess. The employee must complete a Leave of Absence Request form (signed by the supervisor or his designee) and attach the Jury Summons.
- 12.8 Military Leave – Military duty shall be granted in accordance with applicable law. Employees on military duty shall suffer no loss of pay and medical benefits for the initial three (3) months.
- 12.9 Upon separation from employment an employee in good standing (i.e. one who has not been terminated for cause), with a minimum of ten (10) years of continuous service shall be reimbursed at his or her current rate of pay for fifty percent (50%) of unused accrued sick leave up to a maximum of three hundred (300) hours of pay.

ARTICLE XIII HEALTH AND WELFARE INSURANCE BENEFITS

- 13.1 The Employer shall pay ninety percent (90%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) under the Regence Blue Shield Preferred Provider Plan of Association of Washington Cities Employee Benefits Trust. The Employer shall pay one hundred percent (100%) of the premium necessary for each full-time employee, their spouse and their eligible dependents (where applicable) for coverage in accordance with the Trust under:
- Dental – Washington Dental Service Plan F, with Plan III Orthodontia
 Vision – Vision Service Plan, with ten dollars (\$10.00) deductible.
- 13.2 All regular part-time employees shall receive monetary credit to be applied toward medical insurance premium on a pro-rata basis in proportion to the number of hours worked. The amount received by the employee is allocated according to family status identified above, i.e. employee, employee + spouse, etc. The employer pays one hundred percent (100%) of the dental and vision premium.

- 13.3 Life Insurance - The Employer shall maintain AWC Group Basic Life Insurance coverage for each employee in the amount of seventy-five thousand dollars (\$75,000) payable to a beneficiary designated by the employee.
- 13.4 Long Term Disability - The Employer shall continue the long-term disability program, AWC Employee Benefit Trust: Standard Insurance Long Term Disability (LTD) 60% Benefit payment level following a 90 day waiting period.
- 13.5 Employees may choose to opt out of coverage for their spouse and/or dependent(s). Employees with an eligible spouse and/or dependent(s) who elect to opt out of coverage for their spouse and/or dependent(s) will be reimbursed by the Employer with an amount equal to fifty percent (50%) of the monthly premium saved (50% of 100% of the medical premium including both the city's and the employee's contributions). An employee may opt out of personal coverage if he or she provides proof of valid health insurance from another source, maintains such coverage and the insurance plan permits. The employee may choose to apply the reimbursement to their deferred compensation plan or Flexible Spending Account. Reimbursements applied to an employee's deferred compensation plan shall not be eligible for a City matching contribution. If an employee elects to receive a cash reimbursement for the monthly premium saved, the Employer will pay an amount equal to thirty-five percent (35%) of the monthly premium saved.
- 13.5.1 The bargaining unit covered by this Agreement shall have an opportunity to exercise the option to opt out of coverage set forth above to the full extent that the health insurance policy permits. Employees in this unit will have an opportunity to opt out after employees in the Office-Clerical unit has had an opportunity to opt out with respect to the first two open positions. This opt out election shall occur during the first week of the "open enrollment" period as set by the AWC Employee Benefit Trust. Employees shall be notified in advance of the open enrollment period with sufficient notice for decision making purposes. After election by office clerical employees with regard to the first two available openings, employees in the Public Works unit shall be afforded an opportunity to elect to opt out with regard to any remaining opt out opportunities. "Opt out opportunities" means the number of employees who may opt out within the minimum coverage requirements of the AWC Employee Benefits Trust. Employees from both units shall be taken on a seniority basis after the office clerical unit has an opportunity to make election with respect to the first two opt out opportunities. In the event of conflict between members of the Public Works unit for an open position, seniority within the bargaining unit shall govern who is allowed to exercise the election to opt out.
- 13.6 Flexible Spending Account – The Employer shall provide a Flexible Spending Account ("FSA") program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. If payments to a FSA trigger the Affordable Care Act excise tax, the City may avoid triggering the tax by modifying or discontinuing the program with advance notice to the Union that includes a reasonable opportunity for bargaining.
- 13.7 Re-Opener – In the event that health insurance premium costs increase ten percent (10%) or greater year-over-year in any year of this Agreement, the City and the Union agree to meet on the call of the Employer to re-open Article 13. The parties will mutually agree on the date, time and location of the meeting(s).
- 13.8 Voluntary Employee's Beneficiary Association Trust (VEBA) for employees in this bargaining unit, similar to the VEBA established in the Clerical bargaining unit, upon written request from the Union to the Employer. If the Union desires such discussions, it must provide said notice to the Employer prior to January 31 of any given year of this Agreement.

Items of discussion for the purposes of establishing this plan shall include:

- Mandatory payroll deductions.
- Contributions of accrued but unused sick leave upon separation from employment.
- Contributions of accrued sick leave in excess of the sick leave accrual cap.
- Employee contributions.
- Employer contributions.

If a VEBA plan is established, but contributions to the plan could trigger the Affordable Care Act excise tax beginning in 2022, either party may reopen this section to bargain changes necessary to avoid triggering the tax.

ARTICLE XIV UNIFORMS, CLOTHING AND TRAINING

- 14.1 The Employer agrees to provide each maintenance employee with five (5) shirts, five (5) pairs of pants, one (1) jacket, and two (2) sweatshirts yearly. In addition, effective date of signing, the Employer will provide each public works employee a new, quality pair of work boots. These boots will be replaced as needed but not more frequently than once every year.
- 14.2 The Employer shall reimburse employees for the cost of tuition and fees for job related classes/courses not provided by the Employer; provided however,
- (1) the employee has received prior written approval from the Department Head;
 - (2) the maximum annual reimbursement shall be fifteen hundred dollars (\$1,500.00) per employee; and
 - (3) the employee has received a grade of "C" or better, or P in a "pass/fail" system.
- 14.3 The Employer shall provide to all maintenance employees adequate protective clothing, such as gloves, safety glasses, rain gear, rain boots, etc. at no cost to the employee, based on Director of Public Works approval.

ARTICLE XV PROBATIONARY PERIOD, LAYOFF, RECALL AND JOB VACANCIES

- 15.1 Probation Period - A new employee shall be subject to a six (6) month probation period commencing with the most recent date of hire. 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.
- 15.2 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.
- 15.2.1 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, or
Voluntary quit
- 15.2.2 Seniority shall be the determining factor in layoff, recall and filling permanent job vacancies, provided the employees' ability to perform the duties required in the job are considered equal. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

- 15.3 Layoff – In case of a layoff, the employee with the shortest length of continuous service within the work group shall be laid off first. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff.
- 15.3.1 An employee laid off from the Public Works Supervisor position may “bump” a maintenance worker, as long as the employee has more years of seniority than the employee being bumped.
- 15.4 Recall – In case of recall, those employees within the work group 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.
- 15.5 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.
- 15.5.1 Notice of permanent job vacancies shall be posted on the bulletin board for seven (7) days. Present employees who desire consideration for such opening shall notify the Employer in writing during the seven (7) day period the notice is posted.

ARTICLE XVI DISCHARGE AND DISCIPLINE

- 16.1 The Employer shall not discharge nor suspend a permanent employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning letter of the complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning letter need be given to an employee before he 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 letters to be considered as valid, shall be issued within thirty (30) days after the conclusion of the investigation of the violation claimed by the Employer in such warning letter. Any investigation performed by the Employer, or their designee, will be concluded within ninety (90) calendar days. If the ninety (90) calendar day period is not met, the Employer must provide the business reason(s) for the delay to the Union along with an estimate of completion.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 Grievance Defined - A grievance is hereby defined as a dispute over the interpretation or application of any of the specific provisions of this Agreement. Grievances shall be processed in accordance with the procedures set forth below.
- 17.1.1 Step 1 - The grievant shall, within fifteen (15) working days from the time the complaint arose or should have been reasonably known to exist, orally present the alleged grievance to the employee’s supervisor. If the grievance is adjusted orally, the disposition shall be reduced to writing and subject to the final approval of the City Manager and the Union.
- 17.1.2 Step 2 - If no settlement is reached at Step 1, the grievance shall be reduced to writing, dated and signed by the employee(s) involved and/or the Union, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Such grievance shall be submitted to the City Manager within fifteen (15) working days of the decision reached by the supervisor. Representative(s) of the Union will be present at any meeting called to consider the grievance at this Step 2. The City Manager shall send a written answer to the Union within fifteen (15) working days of receipt.

- 17.1.3 Step 3 - If no settlement is reached at Step 2, the Union in its sole discretion may, within fifteen (15) working days of the receipt of the Step 2 answer, invoke arbitration by requesting a list of at least seven (7) arbitrators from the Public Employment Relations Commission. The arbitrator shall be chosen by the parties alternately striking such list. Only grievances which are presented to the Employer in writing during the term of this Agreement shall be subject to arbitration. The decision of the arbitrator shall be final and binding upon the parties; provided however, no arbitrator shall have the authority to render a decision or award which modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement.
- 17.1.4 The cost of services of the arbitrator shall be shared equally by the parties. All other costs (such as attorney fees, witness time, transcripts, etc.) shall be borne separately by the party incurring the expense.
- 17.2 Time Limits – Any grievance not presented to the Employer within the time frames specified above shall be null and void. Time limits described herein may be extended by mutual agreement of the parties.

ARTICLE XVIII SAVINGS CLAUSE

- 18.1 Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

ARTICLE XIX COMPLETE AGREEMENT

- 19.1 The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject to collective bargaining. The results of such negotiations are set forth in writing in this Agreement. The Employer and Union each voluntarily and unqualifiedly agree to waive the right to bargaining over any other subjects for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE XX PAST PRACTICES

- 20.1 Any and all verbal agreements previously entered into by the parties hereto are mutually cancelled and suspended by the Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE XXI DURATION

- 21.1 This Agreement shall be effective January 01, 2025 and shall remain in full force and effect through December 31, 2027, unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

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

CITY OF MEDINA, WASHINGTON

By _____ By
Chad L. Baker, Secretary-Treasurer

Stephen Burns, City Manager

Date _____ Date _____

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

January 01, 2025 through December 31, 2027

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MEDINA, 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, 2025, the rates of pay which were in effect as of December 31, 2024, shall be increased by six percent (6%) across the board as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> 00-12m	<u>STEP B</u> 13-24m	<u>STEP C</u> 25-36m	<u>STEP D</u> 37m +
Maintenance Worker	6413	6685	7062	7451
Maintenance Supervisor	7803	8236	8678	9141

A.2 Effective January 01, 2026, the rates of pay which were in effect as of December 31, 2025, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2025 over the same period in 2024 with a minimum of 3.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.3 Effective January 01, 2027, the rates of pay which were in effect as of December 31, 2026 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2026 over the same period in 2025 with a minimum of 2.0% and a maximum of 4.0%. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) across the board.

A.4 The rate of pay set forth within Sections A.1, A.2 and A.3 reflect a full-time, forty (40) hours per week position. The monthly rates of pay for part-time employees shall be pro-rated based on hours worked.

A.5 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 4 years	2%
After 8 years	4%
After 12 years	6%
After 16 years	8%

A.6 Education Pay – All employees shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
45 Credits	\$50
AA Degree/ 90 Credits	\$100
BA/BS Degree	\$200

Education Pay in the amounts stated above shall discontinue effective February 14, 2022, provided that any employee receiving Education Pay on February 13, 2022, shall be grandfathered at the monthly amount they are receiving then.

Effective February 14, 2022, employees who are not grandfathered as provided above shall receive monthly Education Pay in addition to their monthly rates of pay for education achievement in approved fields of job-related studies as follows:

<u>College Achievement</u>	<u>Monthly Amount</u>
BA/BS Degree	\$100

A.7 Temporary Assignment Pay - If the City manager assigns a bargaining unit member to assume the duties of a department director, the employee will receive salary at the minimum step in the current Director Salary Range. The employee's duties during such time shall include limited supervisory duties as necessary to direct the work force. If the City manager or department director assigns a bargaining unit member to perform the duties of a higher classification within the bargaining unit, the employee will receive a wage increase to the greater of either the beginning wage step of such higher classification or five percent (5%) over the employee's current wage, whichever is greater. Temporary assignment pay shall be due for periods of time greater than two (2) consecutive working days, provided that pay shall be retroactive to the first day worked in the temporary assignment. The Parties acknowledge that this shall not result in director-level work being accreted to the bargaining unit.

A.8 Seasonal/Temporary Employees - The Employer and Union agree that efficient and uninterrupted performance of City services is a primary responsibility of the Employer while providing fair and reasonable compensation and working conditions for employees. To this end, the parties establish the reasonable use of seasonal/temporary employees as follows:

A.8.1 Any seasonal/temporary employee who works more than one-sixth (1/6) the hours of a regular employee who performs similar work and who remains available for work on the same basis is included in the bargaining unit represented by the Union.

A.8.2 A seasonal/temporary employee is defined as an individual who is hired to perform job tasks involving minimal skill level for a limited and defined period of time. The parties have reached agreement on these duties as contained in the job description for this classification.

A.8.3 The Employer and the Union agree that seasonal/temporary employees shall not replace or supplant regular Union FTEs. Regular Union vacancies will be filled prior to hiring seasonal/temporary employees.

A.8.4 When a seasonal/temporary employee has worked in excess of one-sixth (1/6) the hours of a regular employee (or in excess of 346 hours) the Employer agrees to:

- a. Recognize the employee promotes to Teamsters Seasonal Maintenance Worker and is covered by the Collective Bargaining Agreement between the Employer and the Union;

- b. Recognize that the employee will receive wages as detailed in this MOU for this classification.
- c. Recognize that due to the number of working hours, other benefits/thresholds may be met outside of the Collective Bargaining Agreement and will pertain, such as PERS eligibility with the State of Washington Department of Retirement Systems, etc.
- d. Recognize that the following limited Collective Bargaining Agreement articles apply to this classification of employee:
 - a. Article 1 - Recognition
 - b. Article 2 - Non-Discrimination
 - c. Article 3 - Management Rights
 - d. Article 4 - Union Membership and Payroll Deduction
 - e. Article 5 - Union Business
 - f. Article 6 - Hours of Work (Sections 6.2 and 6.3)
 - g. Article 7 - Overtime (Sections 7.1, 7.2, and 7.4)
 - h. Article 14 - Uniforms, Clothing and Training (Section 14.3)
 - i. Article 16 - Discharge and Discipline
 - j. Article 17 - Grievance Procedure (as it pertains to pay issues only)

A.8.5 If a Teamsters Seasonal Maintenance Worker works in excess of 800 (eight hundred) hours from date of promotion, the employee become eligible for all Collective Bargaining Agreement sections and articles.

A.8.6 Once an employee exceeds the 346 (three hundred and forty six) hour threshold and becomes a Teamsters Seasonal Maintenance Worker, if they terminate employment for any reason and are then rehired in a Union position, the employee resumes Union membership at hire and is not required to re-earn the 346 hour threshold.

A.9 The parties agree to the following hourly pay rates for Teamsters Seasonal Maintenance Workers in Public Works:

A.9.1 The City can skip steps in the hourly rate of pay, if necessary, to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

UPON REACHING 346 HOURS	YEAR 2	YEAR 3	YEAR 4
\$25.00	\$25.93	\$27.23	\$28.56

A.10 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:

A.10.1 Upon completion of five (5) years of service, an employee shall receive a letter of appreciation from his/her Department Head, a certificate of service signed by the City Manager and the Mayor, and a one-time grant of eight (8) additional hours of personal leave.

A.10.2 Upon completion of ten (10) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate signed by the City Manager and the Mayor, a cash bonus of one hundred dollars (\$100.00) and a one-time grant of eight (8) additional hours of personal leave.

A.10.3 Upon completion of fifteen (15) years of service, an employee shall receive a letter of appreciation from the City Manager, a certificate of service signed by the

City Manager and the Mayor, a cash bonus of one hundred fifty dollars (\$150.00) and a one-time grant of eight (8) additional hours of personal leave.

- A.10.4 Upon completion of twenty (20) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a certificate of service signed by the City Manager and the Mayor, a cash bonus of two hundred dollars (\$200.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.10.5 Upon completion of twenty-five (25) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque, a certificate of service signed by the City Manager and Mayor, a cash bonus of two hundred fifty dollars (\$250.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.10.6 Upon completion of thirty (30) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a plaque of service signed by the City Manager, the Mayor and the Council members, a cash bonus of three hundred dollars (\$300.00) and a one-time grant of eight (8) additional hours of personal leave.
- A.10.7 Upon completion of thirty-five (35) years of service, an employee shall receive a letter of appreciation from the City Manager and the Mayor, a gift presented by the city manager and the mayor, a cash bonus of three hundred fifty dollars (\$350.00) and a one-time grant of eight (8) hours of personal leave.
- A.10.8 The afore-referenced one-time grants of personal leave shall be single occurrences to be honored in accordance with City policy. These personal leave hours shall not occur on a year to year basis, nor shall they be cumulative.

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CITY OF MEDINA, WASHINGTON

By _____
Chad L. Baker, Secretary-Treasurer

By _____
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Date _____

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