

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

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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.

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ARTICLE I            RECOGNITION

- 1.1            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 office-clerical employees; excluding supervisors, confidential employees and all other employees of the Employer.
- 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 the 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 or the applicable regulatory agency. The choice of one remedy shall preclude the utilization of the other.
- 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.

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 workweek 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 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 (unless otherwise appropriate based on operational needs), 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, when practical, shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 6.4 The 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, holidays, and vacation) in excess of their regular daily schedule or forty (40) hours per 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 Every effort shall be made to offer scheduled overtime to employees on a rotating basis.

ARTICLE VIII      CALLBACK

8.1 Employees called back to work after having completed their normal 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. Callback shall not apply in cases of scheduled overtime.

8.2 Employees shall not be required to answer non-emergency calls or remain on Stand-by while on scheduled days off.

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 is incorporated herein by this reference.

9.2 Deferred Compensation – Employees are eligible to receive contributions from the City toward the ICMA 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. Regular part-time employees who work an average of more than 19 hours per week shall receive pro-rata contributions based on the relationship of hours worked per week to forty (40) hours.

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 thirty (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 rate of pay:

|   |                                      |
|---|--------------------------------------|
| New Year's Day  | 1 <sup>st</sup> of January           |
| Martin Luther King Jr.'s Birthday                       | 3 <sup>rd</sup> Monday of January    |
| President's Day   | 3 <sup>rd</sup> Monday of February   |
| Memorial Day  | Last Monday of May                   |
| Juneteenth  | 19 <sup>th</sup> of June             |
| Independence Day  | 4 <sup>th</sup> of July              |
| Labor Day   | 1 <sup>st</sup> Monday of September  |
| Veteran's Day   | 11 <sup>th</sup> of November         |
| Thanksgiving Day  | 4 <sup>th</sup> Thursday of November |
| Day After Thanksgiving Day                              | Day after Thanksgiving Day           |
| Christmas Day   | 25 <sup>th</sup> 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 (10<sup>th</sup>) 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 of 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>ANNUAL 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 year and subsequent years | 200 hours           |

11.3 Payment upon Termination - Upon termination of employment, employees shall receive all vacation time earned. 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 and compensatory time (as applicable) of the deceased employee shall be paid to the employee's designated beneficiary pursuant to Section 13.3.
- 11.5 Carryover – The maximum vacation accrual that will be carried forward at year end will be one and one-half times the employee's annual accrual.
- 11.6 Part-Time Employees - Regular part-time employees 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 regularly scheduled work day.

## 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 seven hundred twenty (720) hours from one calendar year to the next. Employees hired after the execution of this Agreement shall receive twelve (12) days 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 (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- 12.3 In the event employees are absent for reasons, which are covered by State Industrial Insurance, the Employer shall 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.

- 12.3.1 Donation of Sick Leave – Employees may participate in the City’s shared leave program in accordance with City Policy 7.20. The City will bargain changes to mandatory subjects in the policy as required by law.
- 12.4 Emergency Leave - In the event of death or critical illness in the employee's immediate family, the employee may be granted leave of absence with pay not to exceed 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.
- 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 Bereavement Leave – Any regular full-time employee who suffers a death in the immediate family shall receive up to thirty-two (32) hours bereavement leave with pay. If additional time is needed, the City Manager may authorize use of accrued sick leave, vacation leave or compensatory time.
- 12.5 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 employee share of premiums via payroll deduction.
- 12.5.1 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.
- 12.6 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.
- 12.7 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 twenty-five percent (25%) of unused accrued sick leave up to a maximum of one hundred eighty (180) hours of pay.



Effective February 14, 2022, 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 the 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 following long-term disability program, under the Association of Washington Cities Employee Benefit Trust:

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 first opportunity to exercise the option to opt out of personal coverage. This opt out option 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. At least two (2) employees in this bargaining unit shall be allowed to exercise the opt out provision for personal coverage during the first week of open enrollment. After the first week, this opt out provision will be expanded to additional employees in the bargaining unit should additional opportunities remain after other eligible employees have the opportunity to exercise the option. Seniority within the bargaining unit shall govern who is allowed to exercise the option should more than two (2) employees desire to opt out. “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 (Office-Clerical and Public Works) shall be taken on a seniority basis after the Office-Clerical unit has had an opportunity to make election with respect to the first two opt out opportunities.

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 The Employer agrees to provide a mandatory payroll deduction as contribution to the Plan on behalf of all employees in the collective bargaining group (“Group”) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The Group is defined as those employees belonging to the Office-Clerical bargaining unit of Teamsters Local 763. Contributions on behalf of each eligible employee shall be based on the following selected funding sources and formula.

Upon separation from employment, employees in the Group eligible for sick leave cash out under the terms of the collective bargaining agreement shall have such cash out amount contributed on their behalf to the HRA VEBA Medical Reimbursement Program.

Each employee in the Group shall additionally fund the Plan via payroll deduction on a monthly basis equal to a set dollar amount. Contribution levels will be determined by the Group and shall be in force for each subsequent calendar year until such time as one or more members of the bargaining unit request to vote a change in contribution level for the following calendar year. The amount shall be determined by a majority vote of the members in the Group. Tie votes will be resolved by a flip of a coin.

If 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      TUITION REIMBURSEMENT, TRAINING AND CONFERENCES

14.1      Training/Education Assistance – The City of Medina recognizes the fact that obtaining sufficient job training improves an employee’s ability to perform his or her job. It is the City’s intent to encourage employees to obtain additional training and education, which will facilitate their advancement in City employment and will be consistent with the best interests of the City. There are three (3) types of employee training that will be sponsored by the City of Medina. They are:

1.      Mandatory safety procedures and other job skills – This category may include courses in first aid and defensive driving as well as instruction on the use of the City’s telephone and mail systems and photocopiers.
2.      Employee development – Training of this sort may include specialized accounting and computer skills, effective communication skills, supervisory skills, and other courses that enhance an employee’s ability to perform his or her job. It may also include professional/management development courses such as those comprising the Cascade Management program.
3.      Post high school or vocational courses leading to a degree that is relevant to the employee’s position or promotional opportunities within the City.

14.2      Education Assistance – Consideration of requests by an employee for education assistance (the type of training described in category three (3) above) is dependent upon budgetary constraints and the relevance of the course and/or the degree being pursued to the employee’s current position or in the direct line of promotion. Only courses taken through an accredited college, university or vocational training which are relevant to the employee’s current position or in the direct line of promotion will be considered for reimbursement. Eligible courses should also provide technical knowledge or skill that will improve the employee’s ability to perform the job.

14.2.1      Regular full-time employees who have completed six (6) months of employment are eligible to apply for education assistance to pay for a maximum of two (2) courses per quarter to improve their current and future job-related skills, knowledge and abilities. In order to obtain the reimbursement authorized, the employee must successfully complete the course attaining a “C” grade or better (2.0 or above on a 4.0 scale) or a “Pass” in a Pass/Fail course. It is anticipated that course work will be undertaken during non-work hours. Flexible working hours may be allowed by the department director to accommodate the employee’s class schedule.

14.2.2      The reimbursement rate will not exceed the lesser of either eighty percent (80%) of the actual tuition cost for the course, or eighty percent (80%) of the Washington public university in-state tuition rate for an equivalently credited course (based on

UW per credit rates for quarter courses and WSU per credit rates for semester courses) and based on undergraduate or graduate credit rates as appropriate. The maximum reimbursement amount will be \$1500.00 per calendar year per employee. If standard reimbursement rates are used instead of actual, the rates will be those in effect when the course is considered for reimbursement by the Department Director. In determining the reimbursement amount, the Department Director may consider factors including funding availability and total requests, allocation among departments, prior reimbursement to the employee, the relevance of the specific course to the position currently held, etc. Reimbursement requests must be submitted within three (3) months of completion of the course. Reimbursement will not be allowed for books, lab fees, travel expenses, material or other costs. Employees accepting education assistance agree to repay to the City the amount of assistance received if they do not remain in the City's employ for one year following completion of the course for which reimbursement is received.

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
  - Voluntary quit, or
  - Layoff of twelve (12) months or longer.
- 15.2.2            In layoff, recall or permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the job. 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 affected classification shall be laid off first (last in, first out), subject to Section 15.2.2. The Employer shall provide an employee with four (4) weeks advance notification prior to layoff.
- 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 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 terms or conditions 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.
- 17.3 Election of Remedies – Employees covered by Civil Service Rules may choose to appeal a matter either to the Civil Service Commission or through the grievance process of this Agreement, but not both. Civil Service coverage is determined by RCW 41.12.050.

#### 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 agreements, written and verbal, 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 MISCELLANEOUS

- 21.1 The Employer shall make reasonable efforts to provide work stations for employees that promote safety, health and overall well being such as; adjustable desks, keyboards and chairs.

#### ARTICLE XXII DURATION

- 22.1 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 \_\_\_\_\_  
Chad L. Baker  
Secretary-Treasurer

By \_\_\_\_\_  
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 Office-Clerical Employees)  
  
January 1, 2025 through December 31, 2027

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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 1, 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><br><u>00-12m</u> | <u>STEP B</u><br><u>13-24m</u> | <u>STEP C</u><br><u>25-36m</u> | <u>STEP D</u><br><u>37 m +</u> |
|--------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Admin Assistant-Deputy<br>City Clerk | 6413                           | 6685                           | 7062                           | 7451                           |
| Development Svcs<br>Coordinator      | 6544                           | 6741                           | 7098                           | 7472                           |
| Information Systems<br>Coordinator   | 6413                           | 6685                           | 7062                           | 7451                           |
| Police Administrative<br>Specialist  | 6413                           | 6685                           | 7062                           | 7451                           |
| Police Office Manager                | 7803                           | 8236                           | 8678                           | 9141                           |
| Deputy Building Official             | 6956                           | 7883                           | 8811                           | 9736                           |

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 Credits</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 Service Award Program – An employee who has completed the years of service set forth below shall receive the following service awards:
- A.8.1 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.8.2 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.8.3 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.8.4 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.8.5 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.8.6 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.8.7 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.8.8 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.

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

CITY OF MEDINA, WASHINGTON

By \_\_\_\_\_  
Chad L. Baker  
Secretary-Treasurer

By \_\_\_\_\_  
Stephen Burns  
City Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

