MONROE CITY COUNCIL

Agenda Bill No. 20-057

SUBJECT:	***Authorize Mayor to sign Collective Bargaining Agreement***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
4/28/2020	Human Resources	Ben Warthan	Ben Warthan	Consent Agenda #9

Discussion: Via Executive Sessions
Attachments: 1. Collective Bargaining Agreement Teamsters Local 763 Representing the Public Works and Parks Employees

REQUESTED ACTION: Authorize Mayor to sign the Collective Bargaining Agreement with the Teamsters Local Number 763 Representing the Public Works and Parks Employees

POLICY CONSIDERATIONS

The City Council is responsible for the budget and policy. This contract vote is necessary to provide new pay ranges and benefits to employees in the Public Works and Parks bargaining unit.

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

This item is deemed "necessary and routine" per Governor Inslee's Proclamation 20-28 Amending 20-25 Regarding Open Public Meetings Act because:

The Teamsters Local Number 763, representing the Public Works and Parks Employees have been working without a contract since January 1, 2020;
Good faith bargaining requires that when a tentative agreement has been reached, the contract will be presented to the enacting parties in a timely manner; and
The Teamsters Local Number 763 has ratified this contract.

DESCRIPTION/BACKGROUND

The City of Monroe and the Teamsters Local number 763 (representing the Public Works and Parks Employees) have participated in collective bargaining negotiations and have reached a tentative agreement for a three (3) year contract pending City Council approval. The Collective Bargaining Agreement (CBA) has been ratified by the Public Works and Parks Employees.

This agreement includes the following changes 1) Increase in pay ranges for Employees to bring compensation in line with market and comparable cities. 2) Alignment with Janus decision and Washington State Sick Leave law changes. 3) Eliminates "on-demand" compensatory time cash out. 4) Increase of vacation time consistent with compensation study.

FISCAL IMPACTS

Cost of living increase for 2020 (effective January 1, 2020) is 2.3% with years 2021 & 2022 at 100% of the June over June CPI. This year's June over June CPI is 2.3%.

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TIME CONSTRAINTS

This meeting to ensure finance can try to process changes for payroll effective May 7, 2020.

ALTERNATIVES

Not vote on contract and have City staff continue to negotiate with the Teamsters.

A G R E E M E N T
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

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A G R E E M E N T
by and between
CITY OF MONROE, WASHINGTON
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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

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

ARTICLE 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 **Recognition** – The Employer recognizes the Union as the exclusive bargaining representative for all full-time maintenance and operations employees of the Public Works and Parks departments of the Employer, excluding supervisors, confidential employees and those employees working less than three hundred forty-six point six (346.6) hours in a twelve (12) consecutive month period.

1.1.1 **"Full-time employee"** shall mean an individual performing bargaining unit work in a position that entails more than seventy (70) hours per month for more than eight (8) months in any twelve (12) month period.

1.1.2 **"Part-time employee"** shall mean an individual working in a position that entails less than seventy (70) hours per month for any period of time.

1.1.3 **"Temporary employee" or "Seasonal employee"** For the purposes of this Agreement, a "Seasonal" or "Temporary" employee shall be defined as an individual employed for more than one-sixth the time of a regular, full-time employee (three hundred forty-six point six [346.6] hours) and less than one thousand and forty (1,040) hours in a twelve (12) consecutive month period. The twelve (12) consecutive month period begins with the employee's first day of work. In the event an individual employed as a Seasonal/Temporary employee is employed for more than one-sixth the time of a regular, full-time employee (three hundred forty-six point six [346.6] hours) in a twelve (12) consecutive month period, the employee shall become a member of this bargaining unit, subject to the limitations set forth below. In the event that an individual Seasonal/Temporary employee is employed for more than one thousand and forty (1,040) hours in a twelve (12) consecutive month period, the employee shall be covered by this collective bargaining Agreement as a regular employee.

Bargaining unit Seasonal/Temporary employees who have worked more than one-sixth of a regular, full-time employee (three hundred forty-six point six [346.6] hours in a twelve [12] consecutive month period), but fewer than one thousand and forty (1,040) hours in a twelve (12) consecutive month period will be covered by the following Articles of this Agreement:

- Article 1 – Recognition, Union Membership and Payroll Deduction
- Article 2 – Hours of Work, Overtime, Callback, Standby and Breaks
- Article 4 – Wages
- Article 7.2; 7.2.1; 7.2.2 and 7.2.3
- Article 8 (except for Articles 8.1; 8.2; 8.3 and 8.4)
- Article 11 – Separability and Savings Clause
- Article 12 – Duration

- Appendix A – Seasonal/Temporary rate of pay (applies only after the Seasonal/Temporary employee is employed for more than three hundred forty-six point six [346.6] hours and less than one thousand and forty [1,040] hours in a twelve [12] consecutive month period).
- It is understood that provisions of state, federal and local laws will dictate the level of health and welfare benefits received by Seasonal/Temporary employees.
- Should the state or federal laws or other authority regulating the work of Seasonal/Temporary employees change during the term of this Agreement, the City will comply with the law as changed.
- After working an initial three hundred and forty-six point six (346.6) hours in any division or department covered by this Agreement, Seasonal/Temporary employees become bargaining unit members and remain members of the bargaining unit upon the first hour of subsequent re-employment, regardless of the division or department (so long as covered by this Agreement) in which the Seasonal/Temporary is employed. If a Seasonal/Temporary employee has a break in service (separation from employment with the City) for twelve (12) months or more, he/she will be considered a new employee without representation from the Union. Once the employee completes three hundred forty-six point six (346.6) hours of work, he/she will become represented by the Union.
- The City is under no obligation to hire Seasonal/Temporary employees and reserves the right to hire and manage Seasonal/Temporary employees based on operational need. However, the City agrees that Seasonal/Temporary employees are to be used to supplement the full-time work force, not supplant it.

1.2 **Payroll Deduction** - The Employer shall deduct from the pay check of each employee who has so authorized it the regular and/or delinquent initiation fee and regular and/or delinquent monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function (dues deduction) is recognized as a service to the Union by the Employer. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee on request, in writing, submitted to the Union in accordance with the terms and conditions of the authorization. The Union shall forward a copy of the revocation to the Employer as soon as possible after receiving it.

1.3 **Pay Date** - Employees hired after July 1, 2018 will receive their paychecks on the 7th and 22nd of each month. Employees hired before July 1, 2018 may continue to receive their paychecks on the 7th of each month, provided, however, any employee on a monthly payroll cycle who changes to a bimonthly payroll cycle cannot return to a monthly payroll cycle. If the 7th or the 22nd of the month falls on a weekend or a Monday holiday, the employee will be paid on the preceding Friday.

1.4 **Union Officials Time-Off** - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:

1.5.1 They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;

1.5.2 The Employer is able to properly staff the employee's job duties during the time-off period;

1.5.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and

1.5.4 Employees shall not transact Union business while working on shift that in any way interferes with the operation or normal routine of any department.

1.5 **Union Notification** - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone, Social Security number, position and rate of pay of the new employee. The Union and a shop steward will be provided thirty (30) minutes during a new employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This generally shall occur within the first two (2) weeks of an employee's date of hire, but shall occur no later than ninety (90) calendar days from the date of hire. Employees have the option to attend or not attend the orientation. The Employer shall promptly notify the Union of all employees leaving its employment.

1.6 **Union Official Time-off -** A union official who is an employee in the bargaining unit (Shop Steward or alternate) may be granted a forty-eight (48-) hour paid time off bank for bona fide training seminars or courses as endorsed by the union.

1.7 **Sanctioned Picket Lines** - Notwithstanding above, no employee shall be retaliated against for refusal to cross a picket line of a strike sanctioned by the appropriate Central Labor Council or Teamsters Joint Council # 28 (i.e.; outside contractor on strike).

ARTICLE 2 HOURS OF WORK, OVERTIME, CALLBACK, STANDBY, AND BREAKS

2.1 **Work Day:** The work day shall consist of (exclusive of mealtime):

- Eight (8) consecutive hour's work on a 5/8 shift; or,
- Eight (8) or nine (9) consecutive hours of work on a 9/80 shift; or,
- Ten (10) consecutive hours of work on a 4/10 shift.

2.1.1 **Work Week**: The work week, allowing consecutive days off, may be composed of either:

- Five (5) consecutive eight (8) hour days; or,
- Four (4) consecutive ten (10) hour days; or,
- A 9/80 schedule (which includes eight (8) nine (9) hour days and one (1) eight (8) hour day {work week split at four (4) hours on this day}).

However, deviations from the average forty (40) hour work week of five (5) consecutive eight (8) hour days will require approval from the department director.

2.1.2 Every effort will be made by the Employer to notify an employee five (5) business days in advance of a change in the employee's work week. In the event the employee's work week is changed by the Employer with less than five (5) business days' notice, the employee shall be paid at time and a half for the first shift worked under the modified work week. Exceptions shall be made in the event of local emergency conditions, in which case the shift premium will not apply. In the event that an employee initiates a request to the Employer to change the employee's work week or work day with less than five (5) business days' notice and the Employer agrees to the change, the employee will not be paid at time and a half for the first shift worked under the modified work week.

2.1.3 By mutual agreement between the employee and the Employer, an employee's work week or work day may be other than as set forth in Section 2.1 and 2.1.1.

2.2 **Overtime -** All hours compensated in excess of forty (40) hours in one (1) work week shall constitute overtime. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay.

2.2.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes.

2.2.2 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major

portion of each fifteen (15) minute increment being deducted as fifteen (15) minutes.

2.2.3 Overtime work shall be offered to qualified employees in rotation by seniority. Utilities/Streets, Parks and WWTP will have separate overtime lists. The Employer will maintain an overtime rotation list, in a place where employees have access to the list, which shall indicate overtime worked by each employee. However, the overtime rotation list may be bypassed under the following circumstances:

a) In the case of a shift extension, a qualified employee, as determined by the supervisor, assigned to a task will be given the first opportunity for the overtime. In the event that more than one employee is required, overtime will be offered to the most qualified employee(s) according to the rotation list.
b) If the employee is on Standby Duty and a shift extension is required.
c) The task causing the need for the overtime requires a special skill set, as determined by the supervisor.

The Employer agrees the above exceptions to the overtime roster should be used consistently and fairly, without abuse or favoritism, among all employees covered by this Agreement.

In situations when there is a need to schedule overtime work outside the normal work day and normal work week defined in Sections 2.1 and 2.1.1, the Employer agrees that the guarantee of a minimum of three (3) hours of work at one and one-half (1 1/2) the employee's regular straight-time hourly rate of pay shall apply to said assignment (unless the employee works beyond three (3) hours, in which case the employee shall be paid appropriately for all hours worked). If an employee chooses to work fewer than the three (3) hours, the employee shall be paid for time worked. The work to be performed during the three (3) hours shall be determined by the supervisor.

In situations when there is a need to schedule overtime work outside the normal work day and normal work week defined in Sections 2.1 and 2.1.1, and the work is split into periods separated by non-work time of four (4) hours or more, the Employer agrees that the guarantee of a minimum of two (2) hours of pay at one and one-half (1 1/2) the employee's regular straight-time hourly rate of pay shall apply to each part of said assignment (unless the employee works beyond two (2) hours, in which case the employee shall be paid appropriately for all hours worked).

2.2.4 **Compensatory Time -** In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee. Scheduling of compensatory time-off shall be subject to approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1-1/2) times the hours worked. The maximum number of hours that can be accumulated is one hundred eighty (180) hours. This represents one hundred twenty (120) hours actual overtime worked since employees receive one and one-half (1-1/2) hours of compensatory time-off for each overtime hour worked.

2.2.5 All compensatory time accrued and not used or cleared by cash settlement shall be carried over as accrued compensatory time. Notwithstanding the foregoing, in June and November of each year the Employer will buy out an employee's unused accrued compensatory time down to eighty (80) hours in June and forty (40) hours in November. An employee may opt to receive cash reimbursement for any unused compensatory time accrued with the regular payroll cycles on the 7th and 22nd of each month. Requests for compensatory time cash-outs on the 7th must be submitted to payroll by the last day of the previous month; requests for cash-outs on the 22nd must be submitted to payroll by the 15th of each month.

2.2.6 Overtime should be authorized by the department supervisor and subsequently approved in writing, except in emergency situations.

2.2.7 The Employer may not change an employee's regular schedule to avoid the payment of overtime, unless with advance notice as referenced in Article 2.1.2.

2.2.8 **Schedule -** The City will make every attempt to provide a yearly schedule to Public Works employees by February 28, barring any unforeseen circumstances.

2.3 **Callback** - An employee who has left work and is called back to work after completion of a regular day's shift, or called in to work when otherwise not scheduled, shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, regardless of the time actually worked; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.

Remote operation of City facilities using SCADA, when the employee is not required to report to a physical location, shall be paid on a time-spent basis with a twenty (20) minute minimum at the overtime rate. If an employee receives multiple requests from SCADA within the twenty (20) minute minimum period, the responses shall be included as part of the first twenty (20) minute minimum period. Subsequent requests outside the first twenty (20) minutes shall trigger a new twenty (20) minute minimum period.

2.4 **Standby Duty** - A Parks or Public Works employee who is required to be available and subject to call shall receive a Standby Duty Allowance in accordance with the following schedule:

2.4.1 **Weekly Standby Duty** - Weekly Standby Duty shall commence at the end of the employee's regular work shift on Wednesday and continue until the beginning of the regular starting time the following Wednesday. Effective the first full Standby Duty cycle following January 1, 2020, an employee on Weekly Standby Duty shall receive fifteen (15) hours of compensatory time-off for such duty.

2.4.2 **Weekend Standby Duty** - Weekend Standby Duty shall commence at the end of the employee's regular work shift on Friday and continue until the beginning of the regular starting time the following Monday morning. An employee on Weekend Standby Duty shall receive eight (8) hours of compensatory time-off for such duty.

2.4.3 **Evening Standby Duty** - Evening Standby Duty shall commence at the end of the employee's regular work shift and continue until the beginning of the regular starting time the following day. An employee on Evening Standby Duty shall receive one (1) hour of compensatory time-off per evening.

2.4.4 **Holiday Standby Duty** - When a contractual holiday occurs during an employee's Standby Duty assignment, the employee shall receive an additional hour of compensatory time for each holiday occurring during the assignment.

2.4.5 Employees who are assigned to Standby Duty and who are called out shall be compensated pursuant to the Callback provision in addition to the Standby Duty Allowance.

2.4.6 Standby Duty requires employees to be accessible, available, and able to report for duty within forty-five (45) minutes if called. Department heads are responsible for determining the need for Standby Duty and for assigning employees to Standby Duty. Supervisors shall maintain a standby roster of all qualified employees who may be required to serve on Standby Duty. An equitable rotation procedure shall be followed in requiring employees to serve on Standby Duty.

2.4.7 The Employer shall provide communication devices to those employees on Standby Duty.

2.4.8 Standby Duty assignments shall be rotated amongst those qualified bargaining unit employees who have designated their preference to work Standby Duty. If no one volunteers to be on Standby, then it shall be assigned to the least senior employee, by rotation.

On a rotating basis, Parks employees who are not eligible for Standby Duty will be eligible to receive comp time for opening and closing parks. Comp time will be based on an additional one (1) hour per day to facilitate this function. If an employee works greater than forty (40) hours per week, they will receive these additional comp hours as one and one half times their hourly rate of pay (i.e. eleven (11) hours per day x four (4) days would mean four (4) hours of comp time at time and a half).

2.4.9 Treatment Plant Operators shall continue to respond to call outs at the treatment plant on the same basis as existed as of the signature of this Agreement.

2.5 **Higher Classification** - In the event an employee works in a higher classification than that to which the employee is regularly assigned, the employee shall be paid at Step A in the higher classification or an additional five percent (5%) of their base wages, whichever is greater, provided the employee has worked for a period of not less than one (1) work week (i.e., 5/8, 4/10, 4/9) in the higher classification. Or as an alternative to the higher rate of pay, the employee may elect to receive compensation through the accrual of compensatory time off which equals the value of their higher rate of pay at the actual work hours rounded up to the nearest fifteen (15) minute increments.

2.6 **Shift Differential** - Any non-overtime hours worked between the hours of 6:00 p.m. and 6:00 a.m., will be compensated an additional one dollar and fifty cents ($1.50) on the hourly base rate.

2.6.1 Any non-overtime hours worked on Saturday or Sunday will be compensated an additional one dollar and fifty cents ($1.50) on the hourly base rate.

2.6.2 Exceptions shall be in the event of local emergency conditions, in which case the above-mentioned premiums would not apply.

2.7 Employees who are required to work on Memorial Day or Labor Day weekend or on weekends when the 4th of July holiday falls on a Friday, Saturday, Sunday or Monday shall be paid at the overtime (time and a half) rate.

2.8 **Breaks** - The Employer will maintain the current practice of providing paid breaks.

ARTICLE 3 PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

3.1 **Probation Period** – New employees shall be subject to a probation period of one (1) year. The probation period will commence with the employee's date of hire, during which period the employee will be evaluated by the Employer and may be subject to discharge without cause. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and /or discharge of the employees during the probation period.

3.1.1 Notwithstanding the above, once employees have reached six (6) months of service, they shall be eligible for accrued vacation hours (per Section 6.1).

3.1.2 **Trial Period** – An employee who is promoted or who transfers to a different bargaining unit classification shall be subject to a six (6) month trial service period to demonstrate his/her

ability and capacity to perform the duties of the new classification. The employee will have the option to return to his/her former position within thirty (30) days from the start of the trial service period. An employee who is unable to satisfactorily perform the duties of the new classification during the trial service period shall be returned to the position and classification the employee held immediately prior to the promotion or transfer.

3.2 **Layoff, Recall and Job Vacancies** - In layoff, recall and filling job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and ability to best 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.

3.2.1 **Layoff** - In the event of layoff, the bargaining unit and the Union shall be given at least sixty (60) calendar days' written notice in advance. The employee with the least seniority within the bargaining unit shall be the first laid off. The Union recognizes the Employer's right to select necessary departmental cuts (positions that may be eliminated and/or unfunded). When such cuts eliminate a position which is not filled by the least senior employee of the bargaining unit, the employee shall be able to bump any less senior employee in a position or classification the affected displaced employee has previously held in subsequent order, beginning with the most recent position held.

3.2.2 **Bumping** - When an employee has the opportunity to bump back into a previously held position, they will be required to submit to and pass any and all employee background checks that are applicable and/or required by the City for the position. If the affected employee has never held an alternate position within the City and their position is being eliminated, they may be laid off, as they do not have the ability to bump less senior employees. Affected employees with the same date of hire will be laid off based on job knowledge, skills and abilities as required by the position. The employee who is bumped by the affected employee shall have the same rights under this Article. This process shall continue until the least senior employee is laid off. Employees who are eligible to bump to a previously held position must exercise their bumping right within five (5) work days. All bumping will be completed within the sixty (60) calendar day notice period. If an employee moves out of a Teamster Local Union No. 763 bargaining unit to accept another position within the City for longer than six (6) months, said person shall not be able to bump back into Teamster covered employment.

3.2.3 **Recall** - In the case of recall, those employees with the longest length of continuous service in the classification affected shall be recalled first, provided they can best perform the duties required in the job. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where the employee can be contacted. When the Employer is unable to contact an employee for recall from layoff, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within five (5) business days from the time the Union is notified, the Employer's obligation to recall the employee shall cease. The Employer shall have no obligation to recall an employee after the employee has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall the employee.

3.2.4 **Job Vacancies** - Notices of job vacancies shall be posted on the City's web site for at least five (5) business days, and employees shall be notified of postings by email. Employees who desire consideration for such openings shall notify the Employer by following the application process. When a regular job vacancy occurs, present employees shall be given first consideration for filling the vacancy. The position shall be filled by the most qualified applicant. The determination as to whether or not any vacancy is filled shall continue to be retained by the Employer.

ARTICLE 4 WAGES

4.1 The monthly rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the term of the Agreement, the Employer may designate a job classification title and salary for the classification. Any new classification and salary shall be negotiated prior to implementation.

4.2 An employee promoted from one classification to another shall be placed into the lowest pay STEP of the higher classification which still provides for at least five percent (5%) increase above that currently being received by the promoted employee.

4.3 The parties agree to establish a Labor-Management Committee to review the Public Works and Parks salary matrix to establish clear guidelines on reclassification issues.

ARTICLE 5 HOLIDAYS

5.1 The following days or day in lieu thereof shall be recognized as paid holidays:

New Year's Day	January 1st
Martin Luther King Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve (4 hours afternoon)	December 24th
Christmas Day	December 25th
One (1) Floating Holiday	Date to be selected by mutual agreement between employee and employer.

5.1.1 Employees who work on holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked. Holiday pay will not exceed eight (8) hours, even if working an alternate work schedule (i.e., 4/10, 3/12, or 5/7). Employees who work a varied shift (i.e., Tuesday through Saturday) shall receive a substitute day off with pay if the holiday falls outside of their normal work schedule (i.e., Monday holiday would receive Tuesday as a substitute day off).

5.1.2 Employees who work a 24/7 schedule will recognize holidays on the actual day of the holiday for the purpose of calculating holiday pay (i.e.; city recognizes Monday as a holiday, when Sunday is the actual holiday).

5.1.3 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status their scheduled work day before and their scheduled work day after the holiday.

5.1.4 The holidays listed above represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth above.

5.1.5 All full-time employees shall be paid for all approved holidays regardless of which day in the week the holiday should fall. No employee shall be called to work on an approved

holiday for less than four (4) hours pay, at the overtime rate, whether or not the employee performs four (4) hours of work. The employee has the option to take the overtime as compensatory time.

5.1.6 Employees who work less than eight (8) hours per day shall receive holiday benefits on a pro rata basis. For example, if an employee normally works four (4) hours per day and the normal work day is eight (8) hours, the employee shall receive four (4) hours compensation at his regular straight-time hourly rate of pay for each contractual holiday.

5.1.7 **Inclement Conditions Holidays** – If the Mayor or Mayor's designee announces emergency closure of City offices for the safety and welfare of City employees, no pay shall be deducted for time lost to such closures during the first two (2) days of lost time, nor shall employees be required to use vacation or compensatory time for two (2) day period unless the employee had already scheduled the time off as vacation or compensatory time. Closure pay will not exceed eight (8) hours per day, even if an employee works an alternative schedule. Employees who are required to report to work during emergency closures shall be paid at the rate of one and one-half (1 ½) times their regular straight-time hourly rate of pay for hours worked.

ARTICLE 6 LEAVES

6.1 **Vacation Leave -** Each year full-time employees shall individually accrue vacation on the following basis in accordance with the employee's accumulated continuous service:

Years of Employment:	Hours per Year:	Hours accrued per month:
New Hire - 2	88	7.33
3	104	8.67
4	104	8.67
5	136	11.33
6	144	12.00
7	152	12.67
8	160	13.33
9	168	14.00
10-11	192	16.00
12-13	200	16.67
14 and thereafter	208	17.33

6.1.1 Vacations shall be scheduled by the Employer after considering departmental requirements and the times that the employee finds most suitable for their vacation.

6.1.2 An employee may carry over excess vacation up to a maximum of one hundred sixty (160) hours.

Provided that the maximum vacation an employee may cash out upon termination or retirement shall be one hundred (100) hours. All vacation time in excess of one hundred (100) hours shall be forfeited.

6.1.3 Upon the effective date of termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall then be entitled to be paid at their current rate of pay for any earned vacation leave time which has not been used or forfeited for failure to timely claim, unless the termination is for just cause as established by the Employer's employment termination policy statement.

6.1.4 Each employee shall submit their requested vacation by April 1st of each year. Vacations shall be scheduled in accordance with seniority. Vacation requests submitted after April 1st shall be scheduled on a first come, first served basis. Within ten (10) working days from receipt of a vacation request, the Employer shall advise the employee of the status of such request.

6.1.5 Full-time employees who work less than forty (40) hours per week shall receive vacation benefits on a pro rata basis. For example, if an employee normally works twenty (20) hours per week and the normal work week is forty (40) hours, the employee shall receive half of the vacation accrual of a full-time employee.

6.1.6 Once an employee has given notice of their intent to terminate employment with the Employer, vacation may not be scheduled and/or taken in lieu of working the last two (2) weeks of employment, unless approved by the Department Director. The effective date of a termination will be considered to be the actual last day the employee worked.

6.1.7 Employees may not take vacation prior to earning vacation (negative balances are not permitted). If vacation is not available, the employee must take any time-off as unpaid. If employees terminate prior to the end of the year, unearned vacation time will be prorated based on termination date.

6.2 **Sick Leave** - Sick leave must first be earned as a result of completed service with the Employer and shall be computed from the employee's first month of employment. The rate of accrual shall be those amounts earned under the applicable ordinance and/or Labor Agreement in effect at the time such benefit was earned. Employees may not take sick leave prior to earning sick leave (negative balances are not permitted). Earned vacation leave may be taken at any time during a period of sickness after expiration of sick leave..

6.2.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of service. Full-time employees who work less than forty (40) hours per week shall accrue sick leave benefits on a pro rata basis. For example, if an employee normally works twenty (20) hours per week and the normal work week is forty (40) hours, the employee shall receive four (4) hours for each month of employment. In no case shall any employee earn less sick leave than prescribed by state or local law.

6.2.2 Sick leave may accumulate until claimed and used. Sick leave time which is used by an employee shall be deducted from the employee’s accumulated sick leave time.

6.2.3 After five (5) continual days of absence, the Employer may request an employee to provide a written report from the employee's doctor verifying the illness or incapacity. The Employer’s requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

6.2.4 An employee who has a record of habitual unscheduled absence and/or consistent sick leave abuse shall be subject to corrective action up to and including termination (to the extent that it does not interfere with an employee’s rights under the FMLA, state leave laws and state and federal disabilities acts). The action taken should be based on the nature and extent of the absences and success and failure of any previous attempts to correct the employee’s attendance.

6.2.5 State Labor and Industries has interpreted RCW 49.46.210 as rendering unlawful any programs that discourage employees from using sick leave. The parties agree to suspend the provisions of the Sick Leave Incentive program, as described in Section 6.2.5, effective upon ratification. However, the provisions of 6.2.5 shall be reinstated in the event that a court of competent jurisdiction rules that such programs are lawful.

Employees who use ten (10) hours or less of sick leave (including protected leave) during a calendar year (January – December) shall be granted a bonus day off during the succeeding calendar year. For such employees, ten (10) hours shall be added to the employees' vacation leave bank on January 1st. It is the responsibility of the employee to notify Human Resources if they have used less than ten (10) hours in any calendar year. The employee must contact Human Resources by March 1st to be eligible to receive their ten (10) hour bonus.

6.2.6 Approved grounds for use of sick leave shall be:

6.2.6.1 Doctor's or dentist's appointments;

6.2.6.2 Employee's own mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or an employee's need for preventative medical care;;

6.2.6.3 Care of a child of the employee regardless of age or dependency status, with a health condition that requires treatment or supervision; (child shall mean a biological, adopted, or foster child, a stepchild, a legal and, or a child of a person standing *in loco parentis).*

6.2.6.4 Care of a spouse, registered domestic partner, parent, grandparent, parent-in-law, or a member of the immediate family as defined in Section 6.3 below for whom the employee is responsible under a durable power of attorney for healthcare with a serious health condition or during a health emergency;

6.2.6.5 Forced quarantine of the employee in accordance with State or Community health regulations or when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, or for absences that would qualify for leave under the domestic violence leave act, chapter 49.76 RCW;

6.2.6.6 When bereavement leave has been exhausted; six (6) additional days may be deducted from the employee's accumulated sick leave bank;

6.2.6.7 Any other situation that would qualify the employee for family medical leave under the Family Medical Leave Act (FMLA) Washington Family Care Statute or Washington Family Leave under RCW 49.78 or current City Policy.

6.2.7 **Worker's Compensation** shall be paid according to City Policy.

6.2.8 **Cash Payment Upon Termination** – Upon termination from City employment employees shall be paid a lump sum payment. Employees hired prior to December 21, 2005 shall be based upon three (3) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Employees hired after December 21, 2005 shall be paid based upon two (2) days of pay for each four (4) days of accrued leave at the employee's then current daily pay rate. Provided however, the maximum number of hours of pay shall be eight hundred (800), unless the termination is for just cause. Note: only the first one hundred and ninety-two (192) hours (twenty-four [24] days) of sick leave paid are included in the final calculation for PERS benefits. Employees hired on or after January 1, 2013 into any Teamsters bargaining unit have no vested right in accrued sick leave at the time of

their separation.

6.3 **Bereavement Leave** - If an employee suffers a death in the "immediate family," such employee shall be allowed up to three (3) days off with pay. Bereavement leave shall be granted upon approval of the Department Director. "Immediate family" shall be defined as spouse, registered domestic partner, children (including step child), parents (including step-parents), mother-in-law, father-in-law, siblings (including half brothers/sisters and step brothers/sisters) sister-in-law, brother-in-law, grandparents (including spouse's grandparent or registered domestic partner's grandparent), aunt, uncle, niece, nephew, grandchildren (including step grandchildren), and one who was a member of the employee's household at the time of the person's death or at the time of the onset of the person's fatal illness. Bereavement leave must be used within twelve (12) months of the immediate family member's death.

6.4 **Judicial Leave** shall be paid as per City Policy.

6.5 **Leave of Absence** - A regular employee who desires a leave for personal or business reasons shall be granted two (2) days leave without pay each year, with prior notification to and approval from the employee's supervisor.

6.5.1 **Non-Medical Leave of Absence** - If authorized by the City Administrator, regular employees may take up to twelve (12) months leave of absence without pay. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave of absence.

6.5.2 **Medical Leave of Absence** – In cases involving leave of absence for medical reasons, the City will grant up to twelve (12) months of leave, without pay, inclusive of FMLA, for treatment and recovery from illness or injury, provided such employee has a reasonable prognosis of returning to work within that twelve (12) month period. If physically able, the employee will be returned to their previous position or a substantially equivalent position. If the employee is not physically able to return to his/her previous position, he or she may be placed in an open position in the bargaining unit for which the employee qualifies.

ARTICLE 7 HEALTH AND WELFARE

7.1 **Health Insurance, Retiree Welfare Trust (RWT), VEBA, Deferred Compensation** - See Appendix A.

7.2 **Teamster's Pension Plan** – Western Conference of Teamsters Pension Trust – Effective January 1, 2020, based on the previous month's hours, the Employer shall pay into the Western Conference of Teamsters Pension Trust (WCTPT) on account of each member of the bargaining unit, seventy-five cents ($0.75) for each hour compensated. In addition, the employees shall also contribute fifty cents ($0.50) for each hour compensated through a pre-tax payroll diversion. The total contribution paid by the Employer to the Trust is one dollar and twenty-five cents ($1.25) for each hour compensated.

7.2.1 The total amount due for each calendar month shall be remitted in a lump sum at the time specified by the Administrator of the Trust Fund. The Employer shall abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of contribution amounts paid on account of each member of the bargaining unit.

7.2.2 Anytime during the life of this Agreement the fifty cents ($.50) per compensable hour contribution rate set forth within this Agreement may be increased; provided however, any such increase shall have been the result of a majority decision by secret ballot vote held amongst the bargaining unit membership; and provided further, any such increase shall

result in a corresponding decrease of like amount in the monthly earnings on a pre-tax basis for all employees covered by this Agreement.

7.2.3 Notwithstanding Sections 1.1, 1.1.1, 1.1.2 and 1.1.3 of the collective bargaining Agreement, it is recognized that the hourly contributions required to be paid into the Western Conference of Teamsters Pension Trust on behalf of all bargaining unit employees pursuant to this memorandum of understanding shall also be paid on behalf of any temporary, seasonal or part time employee for the very first hour of compensation, with a corresponding reduction in the Employee's monthly earnings on a pre-tax basis.

ARTICLE 8 MISCELLANEOUS

8.1 **Education Reimbursement** - Employees may request education reimbursement pursuant to City Policy. In the event the Employer budgets for education reimbursement of employees, the employees will be notified as soon as practicable.

8.2 **Light Duty** - Bargaining Unit members will receive Light Duty per City Policy.

8.3 **Uniforms** - The Employer may establish a dress code for employees. If the Employer requires City logo'd clothing to be worn, it shall be furnished by the Employer. Each employee shall be responsible for custody and return, if required, of the clothing items assigned to the employee.

8.4 **Safety Work Boots** –Effective the first payroll period in January 2020, and the first payroll period each January thereafter, employees in the bargaining unit will receive a boot allowance of four hundred dollars ($400.00) To properly outfit them for each year, employees are required to purchase with these funds the appropriate protective work boots or shoes that comply with applicable safety rules, regulations and City policies. Newly hired employees will be provided boots at time of hire, up to a maximum cost of three hundred dollars ($300.00). New hires are also eligible to receive the boot allowance in January, regardless of time of hire. Employees who have already received new boots in 2020 shall receive a pro-rated portion of the boot allowance.

8.5 **Personal Protective Equipment (PPE)** - The Employer shall furnish personal safety equipment for the employee's use. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention. Personal safety equipment shall include, but not limited to, eye protection, hard hats, traffic vests and gloves where needed. The City Safety Committee should be referred to for recommendations concerning safety equipment.

8.6 **Foul Weather Gear** - The Employer shall furnish foul weather gear where needed. The Employer may require the employee to reimburse the Employer the cost to replace the equipment in cases of obvious misuse or inattention.

8.7 **Showers** - Showers shall be provided for those employees working with sewers, toxic materials, dangerous drugs or human waste.

8.8 **Performance of Duty** - Nothing contained in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall the employee refuse to perform assigned duties to the best of their ability. Violation of this Section may result in disciplinary action.

8.9 **Residency** - The Employer shall have no restrictions as to residency requirements for any bargaining unit employees, unless any such restrictions are based upon job-related criteria.

8.10 **Safety** - The Employer and employees shall comply with all safety requirements pertaining to any applicable job classifications.

8.11 **Management Rights** - It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

a. The right to determine its mission, policies and to set forth all standards of service offered to the public;
b. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
c. To determine the methods, means and number of personnel needed to carry out the department's mission;
d. To direct the working forces;
e. To hire, assign or to promote employees within the City (subject to article 3);
f. To suspend, discipline or discharge for just cause;
g. To layoff or relieve employees due to lack of work or funds;
h. To make, publish and enforce rules and regulations;
i. To introduce new or improved methods, equipment or facilities;
j. To contract out for goods and services;
k. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, City Administrator; provided, that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.
l. To determine the work schedules.

8.12 **Entire Agreement** - The Agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add or supersede any of its provisions. The parties acknowledge that each party has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercises of that right are set forth within this Agreement.

8.13 **Personnel Manual** - The City of Monroe personnel policies and procedures shall apply to employees in the bargaining unit. Where there is a conflict between such policies and procedures and this Agreement, this Agreement shall govern. Any changes in policies and procedures applicable to employees in the bargaining unit which are mandatory subjects of bargaining shall be negotiated between the Employer and the Union. The Employer shall furnish the Union and each employee in the bargaining unit a copy of the Employer's policies and procedures.

Bargaining note: Deletion of this language does not indicate a change in Vincent Bertrand's seniority, rate of pay or placement on the wage scale.

ARTICLE 9 WARNING NOTICE

9.1 The Employer shall not discharge nor suspend any employee without just cause. Disciplinary action shall be based on the seriousness of the situation and the relevant circumstances, up to and including immediate termination. Discipline less than termination shall include, but is not limited to, a written warning notice (reprimand or documented verbal warning) or suspension without pay. Verbal counseling and performance appraisals shall not be considered disciplinary action.

9.1.1 A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.

9.1.2 Within fifteen (15) scheduled working days after the Employer's discovery of an occurrence that may be grounds for discipline, the Employer shall notify the employee in writing, with a copy to the Union, of its intent to investigate the matter. Thereafter, disciplinary action (i.e. reprimands, suspension, demotion or discharge), to be considered valid, must be issued within thirty (30) calendar days after an investigation of the facts is completed. A single thirty (30) day extension of the thirty (30) day deadline will occur following written notice from either the Employer or the Union (certified return receipt).

9.1.3 Disciplinary action shall remain in the employee's file for a period of three (3) years and given appropriate weight in subsequent personnel actions, which are appealable through the grievance procedure. The weight given by an arbitrator hearing an appeal shall take into consideration the severity of the incident(s) and whether there are any recurring incidents of a similar nature, including the length of time since the last incident occurred.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 A grievance shall be defined as an issue raised relating to the interpretation, application or claim of violation of any express terms or provisions of this Agreement. A grievance shall be filed at the lowest level of supervision where the supervisor can resolve the grievance, however, where practical, the employee will notify their first level supervisor of the filing of any grievance. It will be the employee's and/or the Union's responsibility to inform the appropriate level of supervision, via written request, to move the grievance to the next step of the process. The Employer shall provide a response to the employee at each level within the timeline specified.

10.1.1 **STEP 1** - An employee and/or the Union, within ten (10) business days from knowledge of the occurrence of an alleged grievance (but in no event more than sixty (60) calendar days from the date of the occurrence), may bring said grievance to the attention of the Supervisor. The Supervisor shall make every effort to resolve the alleged grievance within ten (10) business days.

10.1.2 **STEP 2** - Should the Supervisor fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Manager, who shall have an additional ten (10) business days to resolve the alleged grievance.

10.1.3 **STEP 3** - Should the Manager fail to resolve the alleged grievance within ten (10) business days, then the matter shall be referred to the Department Director, who shall have an additional ten (10) business days to resolve the alleged grievance.

10.1.4 **STEP 4** - The Department Director shall make every effort to resolve the alleged grievance with ten (10) business days. Should the Department Director fail to resolve the alleged grievance within ten (10) business days then the matter shall be referred to the City Administrator, who shall have an additional ten (10) business days to resolve the alleged grievance. Should the Department Director and the City Administrator fail to resolve the matter, then the Union shall have the right to submit a demand for arbitration to the Employer.

10.1.5 **STEP 5** - The Employer and the Union shall immediately upon the demand for arbitration, select an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon an arbitrator within ten (10) business days after receipt by the Employer for such demand for arbitration, the Union may request a list of nine (9) arbitrators from the Public Employment Relations Commission. After receipt of same, the parties involved shall flip a

coin for the first strike and then alternately strike names, one at a time, until only one (1) name remains, who shall upon hearing the dispute, render a decision which shall be final and binding upon all parties. The Union will address grievance issues and follow up in a timely manner.

10.1.6 Business days shall be defined as Monday through Friday, excluding designated city holidays and City Hall closures.

10.1.7 The employee and/or the Union must advance the grievance within ten (10) business days or it will become null and void. The Employer must respond within ten (10) business days or the grievance will advance automatically to the next step.

10.1.8 The above timeframes may be extended by mutual agreement of the Employer and the Union.

10.1.9 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter, unless such are paid by the State of Washington, shall be borne equally by the employer and the union. In resolving such matters, each party shall bear their costs of representation, including witness and attorney fees.

10.1.10 The final and binding step in resolving disputes regarding the interpretation or application of terms of this agreement shall be grievance arbitration. Any issue processed as a grievance by an employee or the Union the subject of which is unlawful discrimination on the basis of race, creed, color, religion, sex, age, national origin, marital status, sexual orientation, citizenship status, disability, or veteran status, may not also be processed in any other forum. Any issue processed in any other forum, including alleged unlawful discrimination, by an employee or the Union shall not be submitted to grievance arbitration. This is providing that jurisdiction is not refused when remedy is sought by the employee or the Union outside the grievance procedure and is intended to be consistent with an employee's rights within applicable law.

ARTICLE 11 SEPARABILITY AND SAVINGS

11.1 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint. In the event the Employer and the Union fail to reach an agreement as to a replacement for such provision, such dispute shall be submitted to the grievance procedure for final resolution.

ARTICLE 12 DURATION

12.1 This Agreement shall be effective January 01, 2020 and shall remain in full force and effect through December 31, 2022 and shall remain in effect during the course of negotiations on a successor Labor Agreement.

Any changes in wages, hours or working conditions from those previously in effect shall become effective upon the execution of this agreement unless a specific, different effective date is indicated for a particular change.

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

CITY OF MONROE, WASHINGTON

By _____
Scott A. Sullivan, Secretary-Treasurer

By _____
Geoffrey Thomas, Mayor

Date _____

Date _____

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

January 01, 2020 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MONROE, 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, 2020, the monthly rates of pay for employees covered by this Agreement shall be as follows:

Position	**PG**	**STEP A 00-12m**	**STEP B 13-24m**	**STEP C 25-36m**	**STEP D 37-48m**	**STEP E 49-60m**	**STEP F 61m+**
Maint/Operations 2	U	$4,758	$4,995	$5,245	$5,507	$5,782	$6,073
Maint/Operations 3	U	$5,288	$5,553	$5,830	$6,121	$6,426	$6,748
Maint/Operations 4	U	$5,388	$5,656	$5,940	$6,238	$6,549	$6,877

Position	**PG**	**STEP A 00-12m**	**STEP B 13-24m**	**STEP C 25-36m**	**STEP D 37-48m**	**STEP E 49-60m**	**STEP F 61m+**
Construction Inspector	U	$5,901	$6,195	$6,506	$6,832	$7,173	$7,532

A.1.1 Effective January 1, 2021, the rates of pay which were in effect as of January 1, 2020, shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (CPI-U) (1967=100) for the Seattle-Tacoma Area for that period from June 2019 to June 2020, as is supplied by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the “All Urban Consumers Index” shall be a minimum of zero percent (0%) with no maximum.

A.1.2 Effective January 1, 2022, the rates of pay which were in effect as of January 1, 2021, shall be increased by one hundred percent (100%) of that percentage increase in the “All Urban Consumers Index” (CPI-U) (1967=100) for the Seattle-Tacoma Area for that period from June 2020 to June 2021, as is supplied by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the “All Urban Consumers Index” shall be a minimum of zero percent (0%) with no maximum.

A.1.3 STEPS A to B, B to C, C to D, D to E and E to F are annual STEP increases effective each twelve (12) month period from the employee's anniversary date of hire.

A.1.4 The City may pay newly hired employees with previous experience at a rate of pay higher than Step A of the wage scale, but not greater than Step C.

A.1.5 Effective January 1, 2020, an employee who has earned a degree in a field of study including police administration, political science, sociology, psychology, law, business administration, education, criminology or other fields of study approved by the Employer shall receive additional compensation as follows:

Degree:	Monthly Amount:
AA	$154.15
BA/BS	$308.24

Effective January 1, 2021 and January 1, 2022 the above amounts will be increased by agreed upon COLA.

A.1.6 Effective January 1, 2020, upon completion of the required time of service, employees shall be entitled to Longevity Pay as per the following schedule. Longevity shall be based on the employee's date of hire on full-time service, to become effective with the beginning of the pay period following completion of the required service time.

Years of Employment:	Monthly Amount:
5	$38.54
10	$77.06
15	$154.15
20	$231.18

Effective January 1, 2021 and January 1, 2022 the above amounts will be increased by agreed upon COLA.

A.1.7 **Health Insurance** – Effective January 1, 2020, the Employer shall pay each month into the following employee benefit plan the amount indicated, which is one hundred percent (100%) for the employee and dependents, on behalf of each regular employee as defined in Section 1.1.1 who was compensated eighty (80) hours or more in the month preceding the month in which the contribution is due.

Benefit Plan 2020:	Monthly:
Washington Teamsters Welfare Trust Plan A	$1,448.00
Washington Teamsters Welfare Dental Plan A	$120.50
Washington Teamsters Vision Plan – Extended Benefit	$17.10
Monthly Total	$1,585.70

The Employer will pay one hundred percent (100%) of the Premium to the Trust from year to year. Effective January 1, 2020, the employees' share shall be seven percent (7%) of the monthly medical premium. If, during the term of this Agreement, the Employer's unaffiliated employees pay less than seven percent (7%) for their share of Teamsters Medical Plan A premiums, then the employees covered by this Agreement shall pay what the unaffiliated employees pay. Employee premiums shall be by pre-tax payroll diversion

to the extent it's allowable under the Law. Section A.1.8 of the contract will be reopened if the cost in any one year exceeds fifteen percent (15%) of the premium. Any resultant employee cost shall be deducted from the employee's paycheck each month.

The parties agree to bargain in good faith to provide employees with a compensation package that provides comparable coverage at an equivalent total cost of compensation to that which the parties have bargained for in this Collective Bargaining Agreement, but in no event shall the Employer be required to pay an excise tax on the coverage. If the Affordable Care Act is repealed by the U.S. Congress, including the excise tax provision, this language shall not apply to any other tax or fee that may be included in any new legislation on health insurance adopted by Congress.

Any changes required by the provider of insurance coverage shall be implemented. These include, but are not limited to, changes in required co-pays, deductibles and plan administration procedures.

A.1.8 Effective January 1, 2020, the Employer shall contribute the following amount, one hundred percent (100%) of the premium, into the Retiree's Welfare Trust.

Benefit Plan 2020:	**Monthly:**
Washington Teamsters RWT Plan "Plus"	$94.85

Premiums for 2021 and 2022 will be paid at one hundred percent (100%) by the Employer.

A.1.9 The Employer shall pay one hundred percent (100%) of the premium to cover a Life Insurance Plan of at least fifty thousand dollars ($50,000).

A.1.10 State Paid Family and Medical Leave – Beginning April 1, 2020, eligible employees will be covered by the Washington Paid Family Medical Leave (WPFML) insurance program. The Employer and employees will be required to contribute an amount equivalent to .4% of gross wages to the program. The parties have agreed that the premiums for such paid leave shall be the statutory split (employees pay 63.333% of .4% of gross wages; the Employer pays 36.667% of .4% of gross wages). The parties agree that the Employer shall have the option to convert from the State program to a voluntary program at its discretion, provided that there is no reduction in benefits from the State plan offerings.

A.2 Effective January 1, 2020, the Employer will pay three percent (3.0%) into a deferred compensation plan or VEBA for each employee. Each unit will elect as a unit what portion of the three percent (3.0%) will be paid into a deferred compensation plan and what portion will be paid into VEBA. Such election shall be in effect for the duration of the Agreement. In the event the Employer changes providers from ICMA to another provider, such change shall not result in a reduction of offered benefits or an increase in employee costs.

Benefit Plan:	**Monthly %:**
VEBA	1%
Benefit Plan:	**Monthly %:**
Deferred Comp Plan – City "match" employee contribution up to agreed upon percentage	2%

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

CITY OF MONROE, WASHINGTON

By _____ By _____

Scott A. Sullivan, Secretary-Treasurer | Geoffrey Thomas, Mayor

Date _____ Date _____

APPENDIX B
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS APPENDIX B is entered into by and between the City of Monroe, 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." This APPENDIX shall become effective upon signing and attached to and become part of the Collective Bargaining Agreement between the Employer and Union.

During negotiations for the 2020 through 2022 contract, the Employer and the Union agreed to structural changes and market adjustments in the wage scale in Appendix A. The parties have agreed that current employees shall be placed on the new scales as follows:

Maint./Operations 2 – All employees classified as Maintenance/Operations 2 effective January 01, 2020 shall remain in their current step on the scale but transition to the new pay rate for their step in Appendix A, A.1; then, if applicable, continue to move through the wage-scale steps on their anniversary date of employment.

Maint./Operations 3 – All employees classified as Maintenance/Operations 3 effective January 01, 2020 shall be placed on Step E of the Maint./Operations 3 scale in Appendix A, A.1, then move to the next step on the Maint.\Operations 3 scale effective January 01, 2021.

Maint./Operations 4 – All employees classified as Maintenance/Operations 4 effective January 01, 2020 shall remain in their current step on the scale but transition to the new pay rate for their step in Appendix A, A.1; then, if applicable, continue to move through the wage-scale steps on their anniversary date of employment.

Construction Inspectors – Effective January 01, 2020, Cory Foss shall move to Step D on the new scale for Construction Inspectors. Effective January 01, 2020, Casey Bollinger shall move to Step E on the new scale for Construction Inspectors. Both employees, regardless of anniversary date, shall transition to the next pay step on the scale effective January 1, 2021.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF MONROE, WASHINGTON
By _____	By _____
Scott A. Sullivan, Secretary-Treasurer	Geoffrey Thomas, Mayor
Date _____	Date _____

ADDENDUM
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

THIS ADDENDUM is entered into by and between the City of Monroe, 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." This ADDENDUM shall become effective upon signing and attached to and become part of the Collective Bargaining Agreement between the Employer and Union.

WHEREAS, new employees enter into a position covered under the Collective Bargaining Agreement between the Employer and Union, and

WHEREAS, an employee entering into such position covered by the Collective Bargaining Agreement requires enrollment and participation in health care plans provided through Washington Teamsters Welfare Trust; and

WHEREAS, Washington Teamsters Welfare Trust has an entry lag month, the entering of such health care coverage may create a one (1) month period of time in which no health care coverage can be provided; and

WHEREAS, the parties have an interest in ensuring that continuous health care coverage is provided to employees;

THEREFORE; the EMPLOYER and UNION enter into the following conditions.

1) Whenever a new employee (or current employee) enters into a position covered by the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one-(1-) month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required, (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust.

2) For the purposes of premium cost sharing, the employee shall be responsible for his/her portion of the premium as set forth in the Collective Bargaining Agreement, excluding the month in which the double premium contribution is made. The Employer shall pay the entire premium of the second (2nd) contribution.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF MONROE, WASHINGTON
By _____	By _____
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Date _____	Date _____

MEMORANDUM OF UNDERSTANDING
to the AGREEMENT
by and between
CITY OF MONROE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 01, 2020 through December 31, 2022

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

The parties have agreed that employees who participate in Commercial Driver's License (CDL) training at Employer expense shall be required to sign and abide by the terms of the agreement below:

Commercial Driver's License Expense Agreement

You are scheduled to attend Commercial Driver's License (CDL) training. In accordance with the Memorandum of Understanding, you must complete this Expense Agreement and submit it to your Manager or Supervisor. If you have any questions regarding this agreement, please contact Human Resources.

The City agrees to advance expenses for you to attend CDL training:

Course: _____

Dates of Attendance: _____

Total Expense Amount: $_____ (includes registration, tuition, fees, required books and other materials to a maximum of $_____.

In consideration of payment of these expenses, you agree to the following:

- If you voluntarily terminate employment with the City of Monroe prior to completing the course, you will refund the entire amount of the course expenses provided to you.
- If you voluntarily terminate employment with the City of Monroe after completion of the course and prior to completing six (6) consecutive months of active employment, you will refund the entire amount of the course expenses provided to you.
- If you voluntarily terminate employment with the City of Monroe after completion of the course and after completing six (6) months of active employment, but prior to completing twenty-four (24) consecutive months of active employment, you will refund a pro-rated share of the total expenses provided to you. The pro-rated amount will be based on the total amount of expenses provided, divided by the percentage of time left in months from twenty-four (24) months that you did not continue employment with the City of Monroe.

For example: if $6,000 was paid for the training and the employee voluntarily left employment at:
- 6 months—$6,000.00 repayment
- 15 months—$3,000.00 repayment.
- 24 months—$0 repayment.

This CDL Expense Agreement creates no contract of employment between you and the City of Monroe. You may terminate your employment with the City of Monroe at any time, with or without cause.

Employee Name: _____

Employee Signature: _____

Date: _____

Manager Name:_____

Manager Signature: _____

Date: _____

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