

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

January 01, 2023 through December 31, 2025

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LOCAL UNION NO. 763  
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January 01, 2023 through December 31, 2025

THIS AGREEMENT is by and between the CITY OF LAKE STEVENS, 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 employees in the bargaining unit, which shall include all regular full-time, regular part-time, and seasonal/temporary employees of the City of Lake Stevens Parks and Public Works Departments who work in excess of one-sixth (1/6) of two thousand eighty (2,080) hours (or in excess of three hundred forty-six point six [346.6] hours), excluding the confidential, clerical and technical employees and all other employees of the Employer.

1.2            **Seasonal/Temporary Employees** - Probationary seasonal/temporary employees who work in excess of one-sixth (1/6) of two thousand eighty (2,080) hours (or in excess of three hundred forty-six point six [346.6] hours) will receive limited contractual benefits to include: Article 1 – Recognition, Union Membership and Payroll Deductions; Article 5 – Probation Period, Seniority, Layoff, Recall and Job Vacancies; Article 18 – Grievance Procedure (excluding termination); and Appendix A. Seasonal/temporary employees who pass probation in a single season will receive additional limited contractual benefits to include Article 17 – Coaching, Counseling and Discipline and all of Article 18 – Grievance Procedure. No other contract article or section will apply to this classification of employee.

1.3            **Payroll Deduction** – The Employer shall make deductions for Union dues and initiation fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. Upon receiving notice from the Union, the Employer shall begin deducting dues and/or fees from employees authorizing the same. Such deductions shall be remitted to the Union on a monthly basis.

The Employer will stop deducting such dues/fees from employees who revoke consent, in writing, to the Union in accordance with the terms of the authorization. The Union will promptly provide the Employer a copy of the written revocation. Upon receiving notice from the Union, the Employer shall cease deductions no later than the second payroll following receipt of the notice. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues deduction system.

1.4 Union Information – The Employer shall notify the Union in writing of all new full-time, part-time and seasonal employees hired into the bargaining unit within seven (7) days from date of hire. Information provided on new hires shall include the employee's name; mailing address; telephone number; job title and hourly rate of pay. The Employer shall also inform the Union of any employee resignations/retirements/terminations from the bargaining unit within seven (7) days of the resignation/retirement/termination.

1.5 New Hire Orientation with Union - The Union will be provided thirty (30) minutes during the employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than ninety (90) calendar days. Employees have the option to attend or not attend the orientation. The Employer shall not provide any forms that require employees to inform the Employer of their intent to join or not join the Union.

## ARTICLE 2 UNION RIGHTS AND NON-DISCRIMINATION

2.1 No employee shall be discriminated against because of Union membership or service on a committee.

2.2 Pursuant to RCW 41.56.140(3), no employee shall be discriminated against who has filed an unfair labor practice charge.

2.3 The Employer and the Union agree that they shall not discriminate against any employee based on their sex, race, religion, marital status, military or honorably discharged veteran status, age, national origin, sexual orientation, gender identity/expression, color, creed, ancestry, disability, genetic information or any other basis prohibited by law. Employees may challenge violations of this Section through internal appeal processes or through applicable law. Alleged violations of this Section of Article 2 are not subject to the grievance procedure in Article 18 of this Agreement.

2.4 Shop Stewards Time-Off – Shop Stewards who are employees within the bargaining unit shall be paid for time spent in investigatory interviews (when requested to attend by bargaining-unit members), grievance meetings, Labor-Management Committee meetings and contract negotiations. The Employer agrees to pay up to two (2) employees to attend contract negotiations. The pay shall be at straight-time; no overtime shall be paid.

Upon request from the Union, Shop Stewards or bargaining-unit members selected for training, conferences or delegates to conventions or other meetings may be granted reasonable unpaid time-off for up to ten (10) working days per year without loss of seniority, subject to operational needs and the Employer's discretion. In such cases, the Union shall reimburse the Employer for the lost wages of the employee(s).

2.5 Bulletin Boards – The Employer shall provide suitable space for a Union bulletin board on its premises. Postings by the Union on such board shall be confined to official business of the Union.

2.6

The Employer, the Union and employees have a shared responsibility to maintain a safe workplace. No employee will be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Employer and any other applicable regulatory requirements. Employees must observe safe practices governing their work, use and provide proper care of safety devices and protective equipment and promptly report any injury or illness to the Employer.

## ARTICLE 3

### MANAGEMENT RIGHTS

3.1

**Management Rights** – All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, and authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized, and a layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classification and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees, including but by no means whatever limited to hiring, selecting and training of new employees, and suspending or discharging them for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring its employees and taking any actions necessary to carry out the Employer's mission in emergency situations and periods of civil unrest, as declared by the Mayor/designee or City Council.

3.2

The Employer and the Union agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.

3.3

The Employer, the Union and employees have a shared responsibility to maintain a safe workplace. No employee will be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Employer and any other applicable regulatory requirements. Employees must observe safe practices governing their work, use and provide proper care of safety devices and protective equipment and promptly report any injury or illness to the Employer.

3.4

**Subcontracting** – The Employer agrees that its default position is to have bargaining-unit members perform bargaining-unit maintenance and operations work for the Parks and Public Works Departments, unless there is an emergency that requires an immediate response. The Employer has no intent to skim work functions away from the unit or supplant the work of bargaining-unit members with subcontractors. Before the Employer implements subcontracting work out of the bargaining unit, the Employer will adhere to the following process:

- a) At least thirty (30) calendar days prior to implementing a decision to subcontract, the Employer shall advise the Union in writing that the Employer is considering subcontracting for services presently being performed by bargaining-unit members. This written communication shall include the reason(s) why the Employer is contemplating subcontracting.
- b) Upon request by the Union and within the thirty (30) calendar-day period, the parties shall meet to discuss the scope of work being considered for subcontracting, the Employer's operational needs, economic considerations, staffing requirements and the impact of subcontracting on bargaining-unit members.
- c) The Union may present any alternative means besides subcontracting for the Employer to consider.
- d) The Employer has the final decision to subcontract. After considering the Union's information within the thirty (30) day notice period, the Employer may implement.
- e) The Employer agrees that subcontracting implemented under the process in this Article shall not result in the layoff of or reduction of hours for bargaining-unit members.

#### ARTICLE 4

#### NO STRIKE PROVISION

4.1

The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference. Employees who engage in any of the previously mentioned actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this Agreement. Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement, and the Employer shall have the right to submit such claim to the courts.

#### ARTICLE 5

#### PROBATION PERIOD, SENIORITY, LAYOFF, RECALL AND JOB VACANCIES

5.1

**Probation Period** – Employees shall be subject to a six (6) month probation period. During this period such employees shall be evaluated by the Employer and may be terminated with or without cause at the sole discretion of the Employer. Termination during the probation period shall not be subject to the grievance procedure.

5.1.2 Promotion and Transfer Trial Service Period – An employee who applies for and is granted a transfer or promotion to another bargaining-unit position shall have a three (3) month trial service period, during which the employee and/or the Employer may evaluate the job performance of the employee and all other circumstances related to the transfer or promotion. Should the employee or the Employer determine during the three (3) month period that the transferred or promoted employee is not performing satisfactorily or is not satisfied with the new position, then the employee, at their option, or the Employer, at its option, will return the employee to their previous job classification. All other position assignments made because of the transfer or promotion shall be re-established to the status quo where necessary to provide for the return of the transferred or promoted employee. For purposes of this Section, a “transfer” shall mean a voluntary lateral move to a position of equal pay.

5.1.3 Extension of Probation and Trial Service Periods – The Employer may extend probation and trial service periods with written notification to the Union. Extensions are limited to the following reasons:

- a) Employees who take a leave of absence longer than two (2) weeks shall automatically be extended by the length of the leave of absence.
- b) Probation and trial service periods may be extended for performance reasons with mutual written agreement among the Employer, the employee and the Union.

5.2 Seniority – A regular full-time employee’s seniority shall be defined as that period from the employee’s most recent first day of compensated work within the bargaining unit. A seasonal/temporary employee’s seniority shall be defined as that period beginning with the three hundred forty-seventh (347<sup>th</sup>) hour of compensated work within the bargaining unit. Seniority related to seasonal/temporary employees will be maintained on a list separate from regular full-time employees. Seniority for a seasonal/temporary employee will not carry over from year to year.

5.2.1 When employees in the bargaining unit share the same date as their most recent first day of compensated work in the bargaining unit, the following information shall be used to break ties in the application of seniority:

- a) After first day of compensated work, the employee with the earliest date for acceptance of the Employer’s job offer letter will be considered the most senior.
- b) If employees have the same date for acceptance of the Employer’s job offer letter, then the employee with the earliest date for submission of their job application will be considered the most senior.

5.3 Layoff – In any instance in which a layoff becomes necessary, seasonal/temporary employees will be laid off before any regular full-time employee. Seniority along with business necessity and fitness shall be considered when there is a reduction in the Employer’s work force. Layoff shall be by classification and seniority. Provided the Employer determines that there is no need to retain a less senior employee who possesses special skills or the more senior employee is not on active discipline for less than satisfactory performance pursuant to Article 17, the least senior employee in the classification will be laid off. An employee laid off out of seniority shall be provided by the Employer the reason(s) for such action in writing.

5.3.1 For the purposes of layoff, “special skills” are defined as knowledge, skills and abilities necessary to perform the work required of the job classification which are not readily attainable. While on layoff, an employee shall retain all accrued seniority but shall not accrue further seniority credit.

5.3.2 **Bumping** - A laid off employee shall have the option of bumping a less senior employee within classification or may bump into a lower classification if the employee has prior seniority in the lower classification, and the employee meets the qualifications for the classification. If a more senior employee does not have prior service in the lower classification the employee may bump into the lower classification if the Employer determines that the employee is qualified for the position.

5.4 **Recall** – In any instance in which a recall occurs, regular employees will be recalled before seasonal/temporary employees. Laid off employees shall be recalled by seniority within a classification, provided that the employee is qualified for the position vacancy. The last employee laid off within a classification shall be the first to be recalled, if qualified. A recall list shall be maintained for at least twelve (12) months after the layoff occurs. The Employer shall send notices of recall by both personal electronic mail (if known) and certified mail to the last known address of the laid-off employee. The laid-off employee will have ten (10) business days from the post-marked date on the certified-mail notice to respond to the Employer with a decision as to whether the employee accepts recall. Employees who are laid off and on recall are responsible for updating the Employer with their current contact information. Employees who fail to respond to the recall notice within ten (10) business days shall have no further right to recall.

5.5 **Appeals** – Appeals of the Employer’s application of the layoff procedure shall be through the contractual grievance procedure (Article 18). The basis for filing a grievance appealing the Employer’s application of the layoff procedure shall be: (1) the Employer used its discretion arbitrarily without clearly basing its decision on business necessity (special skills), or, (2) the Employer did not provide documentation as outlined in Article 5.3. The two examples provided above regarding the right to appeal layoff procedures do not represent all appeal scenarios. Appeals may be brought forward for other issues related to the application of layoff procedures.

5.6 **Job Vacancies** – The Employer is committed to hiring the most qualified and best suitable candidates for employment. The Employer strives to provide opportunities for employees for professional development, including interviewing skills. For the purposes of this Section, the parties agree that the creation of a new position within the bargaining unit shall be considered a position vacancy.

5.7 **Job Postings** - Position vacancies for jobs within the bargaining unit shall contain information required by law. The Employer will internally and externally post open bargaining-unit positions.

5.8 **Job Candidate Evaluation** – Internal applicants who submit a complete application will be given the opportunity to be interviewed for the vacancy. The Employer has the sole right to determine whether applicants have the knowledge, skills, suitability and abilities for the new position. The Employer will notify internal applicants of the reason(s) why they were not selected for the position.

## ARTICLE 6

### HOURS OF WORK

6.1

Hours of Work - The work day for all employees covered by this Agreement shall, at the discretion of the Employer, be either:

- a) Five (5) consecutive days of eight (8) consecutive working hours;
- b) Nine (9) days of work totaling eighty (80) hours over a two (2) week period (week one=four [4] consecutive nine [9] hour work days and one [1] eight [8] hour day; week two=four [4] consecutive nine [9] hour work days);
- c) Four (4) consecutive days of ten (10) consecutive working hours, or
- d) Any other alternate schedule determined by the Employer.

Hours of work for regular part-time employees shall be scheduled at the sole discretion of the Employer. The Employer shall avoid scheduling split shifts. The Employer reserves the right to change the schedule of an employee with thirty (30) days advance notice.

6.1.1

Work Week – The work week shall be midnight (12:00 a.m.) Sunday to 11:59 p.m. Saturday for employees working a schedule of five (5) eight (8) hour days or four (4) ten (10) hour days. The work week for employees on a 9/80 schedule will be a seven (7) calendar day period beginning and ending at the mid-point of their eight (8) hour work day.

6.2

Meal and Rest Periods – Regular full-time employees shall receive an unpaid thirty (30) to sixty (60) minute meal period established by the Employer. All employees shall receive one (1) fifteen (15) minute paid rest period for each four (4) continuous hours worked in each day's work schedule. Employees shall be subject to immediate call during meal or rest periods, provided, however, employees will be paid at their regular straight-time hourly rate of pay, or overtime hourly rate of pay if applicable, for that portion of a lunch period during which an employee responds to a service call.

6.3

Notification – Each employee shall be assigned to a regular schedule (shift and starting time) which shall not be changed without thirty (30) days advance notification. The parties may agree in writing to a shorter notice period. Unless otherwise agreed upon, in the event an employee's regular schedule is changed without thirty (30) days advance notification, they shall be paid overtime at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked outside of the employee's normal work schedule except for emergency conditions. In the event that an employee requests a change in the regular schedule with less than thirty (30) days advance notification, and the Employer accommodates such request, the employee will not be paid overtime for all hours worked outside of the employee's normal work schedule.

6.4

Emergency Conditions - Emergency conditions are defined as reasonably unforeseeable situations which require prompt action. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions. Schedule changes for emergencies will be provided as soon as practical. The following provisions apply to emergency conditions:

- a) Bargaining-unit employees who are on duty when a disaster or catastrophe occurs shall be afforded every reasonable opportunity to ensure the welfare of their families.

- b) The Employer will make its best efforts to honor pre-scheduled time off.
- c) Employees with pre-scheduled time off who respond to work during an emergency shall be reimbursed for reasonable costs of any unused, non-refundable purchased travel, lodging and entertainment. Reimbursable expenses must be requested by the employee and approved by a Manager or Director prior to the emergency work assignment.
- d) Employees with pre-scheduled time off who respond to emergency work shall be either 1) paid at their regular hourly rate and may reschedule their pre-scheduled time off or 2) paid at their regular hourly rate and cash out their pre-scheduled time off.

## ARTICLE 7      OVERTIME

- 7.1      Overtime – Employees who have been authorized to work overtime by the Employer shall be paid at one and one-half (1-1/2) times the employees' regular straight-time hourly rate of pay, under any of the following conditions:
  - a) All work performed in excess of forty (40) hours per work week.
  - b) All work performed prior to the start time and after the end time of the employee's regularly assigned shift.
  - c) All work performed on a regularly scheduled day off.
  - d) All work performed on observed holidays per Article 10.
  - e) All time required outside an employee's regularly assigned shift for travel on City business per Article 15.6, unless scheduled at the convenience of the employee.
  - f) Attending mandatory meetings and training occurring outside of an employee's regularly assigned shift.
- 7.2      Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 7.3      Special Events – The Employer will not change regular schedules to avoid paying overtime for special events.
- 7.4      Compensatory Time – Compensatory time off may, at the option of the employee, be requested in lieu of overtime pay. Such compensatory time off shall be scheduled with the approval of the Employer provided that there is not an undue disruption of the Employer's operation. Employees may normally accrue up to a maximum of fifty-six (56) hours of compensatory time off.
- 7.4.1      Any compensatory time earned in excess of fifty-six (56) hours shall be automatically paid to the employee at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay on the second pay period of the month.

7.4.2 Subject to the approval of the City Administrator, employees may accumulate more than fifty-six (56) hours of compensatory time.

## ARTICLE 8 CALL-BACKS, ON-CALL AND CALL-OUT PAY

8.1 **Call-Back Pay** – An employee who is not on On-Call Duty and who is called back to work after having left the premises following completion of a normal shift, or called to work when otherwise not scheduled to work, shall receive call-back pay of a minimum of three (3) hours at their regular straight-time hourly rate of pay, or overtime hourly rate of pay if applicable. If an employee is called back to work within the three (3) hour time call-back period, no additional call-back pay will be made. Call-backs that occur after the first three (3) hour call-back period shall trigger a new call-back.

8.1.2 **Call-Back List** – The schedule for call-backs when employees who are not serving On-Call Duty are needed in the field shall be as follows:

- a) The call-back list shall be arranged in seniority order, with ties among seniority of employees subject to Article 5.2.1.
- b) The qualifications of CDL and Boater's License shall be listed on the call-back list.
- c) Once a call-back occurs the first most-senior qualified (whether a CDL or Boater's license is required is the only factor considered in qualifications) person on the list shall be called by telephone. The calls shall continue down the list until a qualified employee accepts the call-back.
- d) If all qualified employees on the list have been called twice and no employee has accepted the call-back, the Operations Manager will be consulted and the Employer may use outside vendors to respond.
- e) Employees who are on light duty because of injury or illness are not eligible for call-backs. They shall be eligible for call-backs as soon as they are cleared to return to full duty.

8.2 **On-Call Duty Schedule** – The Employer shall prepare and make available an annual On-Call schedule specifying the dates and hours of weekly On-Call status and employee names. The following provisions apply to On-Call Duty:

- a) The On-Call schedule shall be arranged in seniority order, with ties in seniority subject to Article 5.2.1.
- b) Once the On-Call schedule is organized by seniority status, the duty shall rotate weekly among those employees on the list.
- c) The On-Call schedule will be created every November for the following calendar year. A sign-up sheet for employees who wish to serve On-Call Duty will be posted in November for a minimum of two (2) weeks. Once the On-Call Duty schedule is established, new employees who are added to this list shall only be able to fill vacancies.

- d) The On-Call schedule shall be maintained at a minimum of seven (7) volunteers. All employees on the On-Call list must have completed their probationary period. In the event there are not seven (7) voluntary employees, all eligible employees shall be listed on the On-Call schedule. An Employer vehicle shall be made available to the employee for call-outs the week they are on call.
- e) Employees on approved leaves and light duty are not eligible to serve On-Call Duty.
- f) Unless otherwise prohibited by law (i.e. FMLA, sick leave, etc.), employees must find a replacement for their scheduled On-Call Duty week. Employees who become sick during their On-Call week will need to notify the Operations Manager or designee. The Employer will arrange a replacement and transfer of the phone.
- g) Employees who request to be removed from On-Call Duty shall remain off the schedule for the remainder of the calendar year. Employees requesting to be removed from On-Call Duty must arrange replacements for their scheduled Duty weeks.

8.2.1

Additional On-Call Duty - In the event of anticipated inclement weather or other unusual events that may require increased response from the City, the Employer may place more than one (1) employee on On-Call at a time. Such additional On-Call Duty can be scheduled for weekly or daily increments.

8.2.2

The On-Call employee shall carry the communication device assigned by the Employer. In the event the On-Call employee needs to call for assistance they shall follow the process outlined in Article 8.1.2. If none of the employees on the list respond then the On-Call Duty employee will contact the Operations Manager or designee for instructions.

8.2.3

Employees may trade assigned On-Call shifts with other employees with prior approval of the Operations Manager or designee. Such trades shall be for not less than a complete On-Call shift. A complete On-Call shift shall be each week day or each full weekend.

8.3

On-Call Duty Compensation – Week Days – Employees scheduled for On-Call Duty on week days shall be compensated one (1) hour at one and one-half (1-1/2) times the employee's straight-time rate of pay for each full day served on On-Call status.

8.3.1

On-Call Duty Compensation - Weekends and Holidays – Employees scheduled for On-Call Duty on weekends and/or holidays shall be compensated a minimum of two and one-half (2-1/2) hours at one and one-half (1-1/2) times the employee's straight-time rate of pay for each full day served on On-Call status.

8.3.2

On-Call Call-Outs - In the event an employee on On-Call Duty is called out (required to respond and report to an emergency situation), the employee shall be compensated a minimum of three (3) hours at one and one-half (1-1/2) times the employee's straight-time rate of pay, or for the actual duration of the emergency, whichever is greater. Such time shall be calculated on a portal-to-portal basis (i.e. from home to emergency scene to home) in addition to the compensation specified in Articles 8.3 and 8.3.1.

8.4

Responding from Home (Telecommute Response) – Employees on On-Call who respond electronically and remotely (telecommute response) outside of their normal hours of work to meet unexpected and/or time-sensitive Employer needs, including but not limited to system malfunctions, shall receive a minimum of thirty (30) minutes at the overtime rate

for calls received and responses made within the same thirty (30) minute period. Calls and responses exceeding the thirty (30) minute minimum shall be compensated per Article 7.2. New calls outside of the initial thirty (30) minutes shall trigger a new period of compensation.

ARTICLE 9      WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as set forth in full.

ARTICLE 10      HOLIDAYS

10.1 The following days are recognized as paid holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr's Birthday	3 <sup>rd</sup> Monday of January
Presidents Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day After Thanksgiving Day	4 <sup>th</sup> Friday of November
Christmas Day	December 25 <sup>th</sup>
Two (2) "Floating Holidays"	

10.2 Full-time employees shall receive holiday pay for the number of hours they are scheduled to work on that day (i.e., an employee working a 5/8 schedule will be paid eight [8] hours for the holiday, an employee on a 9/80 schedule will be paid nine [9] hours and an employee working a 4/10 schedule will be paid ten [10] hours).

10.3 Employees who work on the holidays recognized above in Article 10.1 (with the exception of the Floating Holidays) shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to their regular straight-time hourly rate of pay for all holiday hours actually worked.

10.4 Floating Holidays are scheduled like vacation days. New employees shall be eligible to observe their floating holidays based on six (6) completed months of continuous employment in their first calendar year of employment. Employees shall take their floating holidays upon mutual approval with their Department Head.

10.5 Part-time employees shall receive holidays on a pro-rated basis.

## ARTICLE 11      VACATIONS

11.1 Effective January 1, 2023, until the next full pay period following the date this Agreement is signed by both parties, employees shall receive vacations with pay in accordance with the following schedule:

<u>MONTHS OF CONTINUOUS EMPLOYMENT</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
01 through 12	80 hours	6.67 hours
13 through 36	88 hours	7.33 hours
37 through 60	104 hours	8.66 hours
61 through 120	128 hours	10.66 hours
121 through 180	152 hours	12.66 hours
181 through 240	184 hours	15.33 hours
241+	200 hours	16.66 hours

11.1.1 Effective the next full pay period following the date this Agreement is signed by both parties, employees shall receive vacations with pay in accordance with the following schedule:

<u>MONTHS OF CONTINUOUS EMPLOYMENT</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
01 through 12	96 hours	8 hours
13 through 36	112 hours	9.33 hours
37 through 60	128 hours	10.66 hours
61 through 120	144 hours	12 hours
121 through 180	168 hours	14 hours
181 through 240	196 hours	16.33 hours
241+	200 hours	16.66 hours

11.2 Vacation periods shall be scheduled in seniority order based on an employee's date of hire, with ties in seniority subject to Article 5.2.1. Vacation requests shall be made by January 15th. Employees will be notified of the approved vacation schedule within ten (10) business days following January 15th. Once an employee's vacation has been approved, the employee cannot be bumped out of the vacation by another employee.

11.2.1 After the January 15th date for vacation requests governed by seniority, any vacation requests shall be subject to availability and operational need on a first-come, first-served basis. All vacations shall be approved by the employee's direct supervisor.

11.3 Employees shall not carry over from year-to-year accumulated vacation in excess of two hundred-forty (240) hours without approval from the City Administrator. Any vacation time accumulated in excess of two hundred-forty (240) hours shall be forfeited on January 1st of each year, unless carry-over has been approved. Employees who have approved vacation periods canceled by the Employer after September 1st in any year shall be allowed to carry-over such vacation hours for a period not to exceed six (6) months in the following year.

11.4 Full-time employees shall accrue vacation benefits based on completed months of employment. Vacation benefits shall be on a pro-rated basis for regular part-time employees. New employees shall accrue vacation benefits from the date of employment and may request to use accrued leave. As a hiring incentive, the Employer may place new employees on the vacation accrual schedule based on an employee's prior experience or other considerations.

11.5 Cash-Out Upon Separation - Employees who are separated from employment by the Employer or who resign or retire and provide at least ten (10) working days' advance notice will be paid for annual leave that is accrued but unused as of the separation date. Any accumulated hours of vacation in excess of two hundred forty (240) hours shall not be paid upon retirement or separation of employment. An employee who has not satisfactorily completed their probation period is not eligible for any annual leave cash-out.

11.6 Vacation hours shall be paid at the employee's current rate of pay at the time the vacation is taken or cashed out.

## ARTICLE 12 PERMITTED LEAVE

12.1 Sick Leave - Regular full-time employees shall accumulate sick leave pay at the rate of one (1) work day (up to eight [8] hours) per completed calendar month of continuous service. Regular part-time employees will accrue sick leave on a pro-rated basis, but in no case shall earn less than the amount of leave required under state and/or local laws.

12.1.2 Employees may accrue up to one thousand one hundred sixty-eight (1,168) hours of earned but unused sick leave from one (1) calendar year to the next. Accumulated sick leave pay shall be paid to the nearest quarter (0.25) hour, up to the rate of eight (8), nine (9) or ten (10) hours per day, depending on the employee's scheduled work week, at the employee's appropriate hourly rate of pay for the missed scheduled shift (i.e., eight [8], nine [9] or ten [10] hours).

12.1.3 Effective January 1, 2024, new employees will be credited with eighty (80) hours of sick leave, which shall be considered "front-loaded." The front-loaded leave is intended to cover the employee's projected accrual. Employees will not accrue additional sick leave hours until such time they have completed enough continuous service to reach the prescribed accrual rate. If an employee separates from service with the Employer and the employee has used more than the equivalent of the prescribed accrual rate prior to separation, the Employer may withhold an amount equal to the used but unearned sick leave hours from the employee's final paycheck. The amount shall be based on the employee's final rate of pay.

12.2 Sick leave may be utilized for care for an illness, injury or health condition of the employee or an immediate family member and other reasons listed under state law. The term "immediate family member" is defined as the employee's spouse; state-registered domestic partner; child (biological, step, foster, adopted or de facto); parent (whether biological, adoptive, step or person who stood in loco parentis to the employee as a child); parent-in-law; grandparent; grandchild or sibling.

12.3 Twenty-four (24) months prior to retirement, an employee may convert accrued but unused sick leave in excess of sixty (60) days into vacation at the rate of one (1) day of vacation for each four (4) days of sick leave. The terms of retirement shall be in accordance with the provisions of the Public Employees Retirement System (PERS) for employees.

12.4 In the event of an accident that qualifies for payment under State Worker's Compensation Industrial Insurance, accrued sick leave may be used at the employee's option to pay the difference between the Worker's Compensation payment and the employee's regular pay until accrued sick leave has been exhausted or the employee returns to work, whichever occurs first. Under no circumstance will the employee receive compensation in excess of their regular wages.

12.5 Sick Leave shall not be charged against an employee on a regularly scheduled day off.

12.6 Notification and Verification – Sick leave notification must be made to the Employer or designee as soon as practicable. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physician's proof of illness. 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.

12.6.1 Employees requesting to use sick leave for qualified protected leaves such as Family Medical Leave Act (FMLA) absences or disability leave will provide Human Resources advance written notice whenever possible. If the situation involves the use of Family Medical Leave, the Employer will provide the appropriate forms to the employee and will require that the employee's health care provider complete them in order to verify Family Medical Leave eligibility. The health care provider should provide the reason for the leave, the start date and the estimated end date of the leave. If it is not possible for the employee to provide advance notice of the need for leave the employee must notify Human Resources as soon as practicable.

12.6.2 Employees on extended leaves of absence due to illness or injury, either their own or that of a qualified family member may use the following paid leave types, subject to applicable Employer policies:

- a) Accrued sick leave at the employee's option (subject to applicable state law).
- b) Earned but unused compensatory time (subject to applicable Employer policies).
- c) Earned but unused vacation time, or;
- d) Earned but unused floating holidays.

12.6.3 Supplementation of PFML Benefits - Employees on leaves under the State Paid Family and Medical Leave (PFML) program may use available leave as allowed under the Employer's Employee Handbook in order to supplement the partial wage replacement made with PFML benefits from the state of Washington.

12.7 Bereavement Leave – In the event of a death in the employee's "immediate family," the employee may be granted leave of absence not to exceed three (3) working days with pay. Up to an additional two (2) days with pay shall be granted when out-of-state travel or the distance is greater than one hundred eighty (180) miles (one way) is required. The term "immediate family" shall be defined as spouse or state-registered domestic partner and any of the following relatives of the employee, spouse or state-registered domestic partner: children (including biological, step, foster, adopted or de facto); parent, grandparent;

grandchildren; sibling or any person residing with or legally dependent upon the employee. The maximum bereavement leave allowed shall be forty (40) hours. Any hours beyond the forty (40) hours the employee may use vacation leave or compensatory time.

12.7.1 An employee may be excused by the Employer to attend funeral services of a deceased City employee without loss of pay.

12.8 The Employer will comply with all applicable state and federal laws regarding the use of leave for illness or disability.

12.9 The Employer will comply with all State and Federal Laws and Regulations regarding the collection of sensitive medical information. The Employer reserves the right to collect medical information for FMLA, fit for duty and potential disability issues to the extent consistent with those laws and regulations.

12.10 **Shared Leave** - If an employee so desires, they shall be allowed to request to donate any unused sick leave or vacation to another employee within the City, consistent with Employer policy.

12.11 **Jury Leave** – Employees who are required by law to render jury service will be granted time off with pay during the period of jury duty per the Employer's Employee Handbook.

## ARTICLE 13      HEALTH AND WELFARE INSURANCE BENEFITS

13.1 **Medical Insurance** – The Employer shall pay one hundred percent (100%) of the premium necessary for the purpose of Association of Washington Cities Regence HealthFirst 250 Plan for employees and ninety percent (90%) for their dependents, provided however part-time employees working twenty (20) or more hours per week shall receive employee only coverage at the Employer's expense. Dependent coverage may be purchased as an option by the part-time employee.

13.1.1 The Employer will include an option of a High-Deductible Health Plan as provided by the Association of Washington Cities (AWC), and pay the same one hundred percent (100%) employee premium and ninety percent (90%) of the dependents' premium of the High-Deductible Health Plan. The Employer will partially fund a Health Savings Account (HSA) in an amount not to exceed 1) the cost of the base plan, which is the Regence HealthFirst 250 Plan; or 2) the deductible of the High-Deductible Health Plan. Employees will have the option to add additional funds into their HSAs through payroll deduction, to the IRS maximum.

13.1.2 **Dual Coverage Opt-Out** – Bargaining-unit employees are eligible to participate in the Dual Coverage Opt-Out program per the Employer's Employee Handbook.

13.2 The Employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who has attained seniority and who was compensated for eighty (80) hours in the previous month, the following:

13.3 **DENTAL**: Effective January 1, 2023, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary per month for benefits for employees and dependents of full-time employees under "Plan A."

13.4 **VISION:** Effective January 1, 2023, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary per month for benefits for employees and dependents of full-time employees under "The EXT Plan."

13.5 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Section, shall be posted on the bulletin board.

13.6 The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

13.7 **Long-Term Disability** – The Employer will maintain the existing long-term disability coverage provisions.

13.8 **Life Insurance** – The Employer will provide the existing life insurance coverage in the amount of two (2) times the annual base salary, to a maximum of two hundred and fifty thousand dollars (\$250,000.00).

#### ARTICLE 14

#### UNIFORMS AND EQUIPMENT

14.1 The Employer shall provide each new employee the following listed items. At the employee's option, they may select fewer items than provided in this Section. The Employer shall replace worn out clothing as needed with the approval of or direction from management.

Item	Upon Hire	Winter Season (October-April)	Summer Season (April-October)
Insulated Coveralls	1		
Hip Boots	1		
Rubber Boots	1		
Raingear, High Visibility	1		
Hard Hat	1		
Safety Vest, High Visibility	1		
Ball Caps	2		
Winter Caps		2	
Winter Insulated Jacket*		1	
Summer Jacket*			1
Sweat Shirts	2		
Shirts (mix of long- and short-sleeved)	11		
Work Pants	8		

\*High Visibility clothing is required only for the Public Works Department. Employees who move from other positions into Public Works will receive High Visibility items within fourteen (14) days of beginning their new work assignment.

14.1.1 The Employer will provide laundry service for the Employer's uniforms or issue a monthly cleaning stipend of twenty dollars (\$20.00) to each employee to launder the Employer's uniform items.

14.2 The Employer shall provide up to three hundred and twenty-five dollars and zero cents (\$325.00) annually towards the purchase of work boots for each employee via reimbursement or purchase order authority with specific vendors.

14.2.1 Footwear – Employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). The footwear shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ASTMA F2412-18a or ASTMA F2413-18 or relevant updated code.

14.3 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

## ARTICLE 15 MISCELLANEOUS

15.1 The Employer shall furnish each employee of the bargaining unit a copy of the current Employer's personnel policies and procedures.

15.2 The Employer maintains an Employee Handbook which contains information, policies and procedures important to the employees covered by this Agreement. Employees covered by this Agreement shall comply with all provisions of the Lake Stevens Employee Handbook except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Employee Handbook and this Agreement, this Agreement shall govern. Any amendments to the Employee Handbook shall be shared in advance with the Union. Any changes in work rules or working conditions that impact mandatory subjects of bargaining/working conditions applicable to employees in this bargaining unit shall be negotiated between the Employer and the Union. The Union retains all rights to file Unfair Labor Practice charges against violations of the Public Employees Collective Bargaining Act.

15.3 For purposes of employee benefits a regular part-time employee is defined as an employee working a regular schedule of twenty (20) hours per week or more, but less than forty (40) hours per week.

15.4 Temporary Light Duty Assignment – The Employer may establish a temporary light duty assignment that is outside the normal duties of the employee while that employee has a temporary condition that precludes them from fulfilling their normal duties. The availability, duration and duties of this assignment shall be at the discretion of the Employer. The Employer may use a combination of salary and Worker's Compensation benefits to pay the employee.

15.5 Employees who operate commercial vehicles are subject to the Employer's drug and alcohol testing procedures located in the Employee Handbook and in accordance with State and Federal Laws.

15.6 Travel time during regular working hours shall be compensated at the employees' regular rate of pay. Travel time outside regular working hours on City business shall be compensated at the appropriate rate of pay for both passengers and drivers. If a City vehicle is not available, the Employer shall compensate the driver who uses their personal vehicle for City business at the appropriate rate of pay, and for mileage at the IRS rate.

For example: An employee who regularly works in a fixed location in one city is given a special one day assignment in another city and returns the same day. The time spent in traveling to and returning from the other city is work time, except that the Employer may deduct/not count that time the employee would normally spend commuting to the regular work site. Travel out-of-town and overnight shall be compensated according to City policy.

15.7 Joint Labor Management Committee – The Employer and the Union may establish a Labor/Management Committee (JLMC) which shall be comprised of an equal number of participants from both the Employer and the Union. The function of the Committee shall be to meet on the call of either party to discuss issues of mutual interest or concern for the purpose of alleviating potential grievances and/or establishing a harmonious working relationship between the employees, the Employer, and the Union. The parties will mutually agree on the date, time and location of the meeting(s) and may exchange agendas before the meeting.

15.8 It is understood that under emergency conditions the Public Works Operations Manager may perform bargaining unit work, as long as all bargaining-unit members are working or have been offered the opportunity to work (unless on leave or on vacation). Examples of emergencies include snow and ice events, windstorms or similar events. This provision shall not be used to supplant bargaining-unit members with non-bargaining-unit employees.

15.9 The Employer may use technology on vehicles and/or equipment, including GPS systems, to gather data to improve customer service, safety and operations. The Employer will provide advance written notice to the Union and provide an opportunity to bargain any impacts to mandatory subjects not covered in this section before using new types of technology for discipline purposes.

The Employer may use technology for disciplinary purposes where there is an initiating event such as a (1) complaint, (2) accident/incident, (3) infraction, (4) theft/loss, (5) reasonable suspicion (i.e., intoxication), (6) damage discovered, or (7) law enforcement involvement. The Employer will not engage in routine, spot or targeted surveillance for the sole purpose of disciplining employees.

## ARTICLE 16 PENSION AND RETIREMENT

16.1 Western Conference of Teamsters Pension Trust - On October 12, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2020, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours starting with compensable

hours earned in December, 2019, and paid in the January, 2020 pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 16.1.2 on behalf of all employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. Pension contributions shall be remitted on casual employees performing bargaining unit work. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or summer work" upon the Employer owned property regardless of the method compensated of the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer work".

No person or third party beneficiary shall interpret this Agreement such that "field or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer work and confirms that such work is not bargaining unit work for the purpose of this section.

- 16.1.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 16.1.2 The Employer shall pay one dollar and ten cents (\$1.10) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid. The one dollar and ten cents (\$1.10) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 16.1.3 For probationary employees and temporary employees hired or utilized for the first time on or after January 1, 2020, the Employer shall pay by wage diversion an hourly contribution rate of ten cents (\$.10) during the probationary period as defined in Article 5.1 or the initial period of utilization, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis set forth in Article 16.1.2 of this agreement. After the expiration of the probationary period

as defined in Article 5.1 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than ninety (90) calendar days from an employee's first date of hire (into the bargaining unit) or first day of utilization as a temporary employee, the contribution shall be increased to the full contractual rate stated in Article 16.1.2.

16.1.4 The pre-tax hourly diversions provided for in Section 16.1.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 16.1.2.

16.2 Deferred Compensation - Employees shall continue to have the opportunity to participate in the State of Washington's Deferred Compensation Plan, or any alternative plan approved by the Employer; provided the Employer does not experience any additional costs or time in administering the plan. Effective upon ratification of this Agreement, employees enrolled in the Deferred Compensation Plan shall receive a match on their contribution up to one percent (1%) of their base rate of pay, subject to IRS limits.

## ARTICLE 17      COACHING, COUNSELING AND DISCIPLINE

17.1 The Employer without just cause shall not discharge nor suspend any employee. Disciplinary action, up to and including termination, shall be based on the seriousness of the situation and the relevant circumstances. Discipline less severe than termination shall include, but is not limited to; a verbal warning, written warning, demotion or suspension without pay. Coaching, counseling and performance evaluations shall not be considered disciplinary action.

17.2 Disciplinary notices shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.

17.3 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, 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).

17.4 Verbal and Written warnings shall remain active for a period of two (2) years from the date issued. Any discipline more severe than a Verbal or Written warning shall remain active for three (3) years from the date issued.

17.5 All disciplinary actions are appealable through the grievance procedure. Employees may request to have inactive disciplinary action removed from their personnel files. Employees have the right to review their personnel files and to submit written responses to any information contained therein.

## ARTICLE 18

### GRIEVANCE PROCEDURE

18.1 A "Grievance" shall be defined as an issue raised relating to the interpretation, application or alleged violation of any terms provisions or conditions of this Agreement. If any such grievance arises it shall be submitted to the grievance procedure outlined herein. All grievance time frames shall be held in abeyance when the parties have mutually agreed in writing. The Union shall submit a copy of the grievance at each step to the Human Resources Director or designee. Parks and Recreation Department grievances shall be filed at Step 1 and will automatically bypass Step 2 if the Union advances the grievance.

18.2 Step 1 – The Union and/or employee shall promptly attempt to resolve the grievance informally with the Public Works Operations Manager or Parks and Recreation Director, as appropriate. If the matter cannot be informally resolved, the employee and/or Union may present a grievance in writing to the Public Works Operations Manager or Parks and Recreation Director within fifteen (15) working days of the alleged violation, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought. The Employer shall have fifteen (15) working days to respond in writing following receipt of the written grievance.

18.3 Step 2 – If the grievance is not resolved at Step 1, the Union and/or the employee may present the grievance in writing, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought within fifteen (15) working days of the conclusion of Step 1 to the employee's Department Head. This time frame shall be extended in the event the employee or Department Head is on scheduled leave. The employee's Department Head shall attempt to resolve the grievance within fifteen (15) working days after it is formally submitted.

18.4 Step 3 – If the grievance is not resolved at Step 2, the Union and/or the employee may present the grievance, in writing, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought within fifteen (15) working days of the conclusion of Step 2 to the City Administrator or designee. The City Administrator or designee shall attempt to resolve the grievance within fifteen (15) working days after it has been formally submitted.

18.5 Step 4 - In the event of the failure of the Union and the Employer to reach a satisfactory adjustment to the grievance at the conclusion of Step 3, the Union must give written notice to the Employer within fifteen (15) working days of their demand to arbitrate. The parties must select a third (3<sup>rd</sup>) party neutral, who shall serve as an impartial arbitrator. In the event the Union and Employer cannot mutually agree on an arbitrator, they shall request from the Federal Mediation and Conciliation Service (FMCS) a list of nine (9) arbitrators (The Metropolitan List) from which the parties shall alternately strike names until only one (1) remains, who shall be the arbitrator. The right to strike first shall be determined by the flip of a coin. The arbitrator shall have no authority in any manner to amend, alter, modify or change any provisions of this agreement.

18.6 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

18.7 The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not add to, subtract from, or alter, change, or modify the terms of this Agreement. In the event that the arbitrator's decision violates this provision, it shall be appealable to Snohomish County Superior Court.

18.8 The expense of the arbitrator shall be borne by the non-prevailing party of the grievance. The cost of any hearing room and the cost of a shorthand reporter shall be borne equally by the Employer and the Union. Each party hereto shall pay the expenses of their own representatives. In the event the arbitrator is unable to determine who the prevailing party is, the aforementioned expenses shall be borne equally by the Employer and the Union.

ARTICLE 19 SAVINGS CLAUSE

19.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of final jurisdiction.

19.2 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.

19.3 The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

ARTICLE 20 DURATION

20.1 This Agreement shall be effective January 01, 2023, unless otherwise specified in the terms contained herein, and shall remain in full force and effect through December 31, 2025 unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.

20.2 Within nine (9) months prior to the termination date of this Agreement, the Union and/or the Employer shall have the right to open this Agreement for the purpose of renegotiating changes in the Agreement.

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

By   
Chad Baker, Secretary-Treasurer

Date 12/28/23

CITY OF LAKE STEVENS, WASHINGTON

  
Brett Gailey, Mayor

Date 28 Dec 2023

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

January 01, 2023 through December 31, 2025

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THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, 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 **Market Adjustments** - Effective January 01, 2023, the classifications of work below shall receive the following market adjustments. Employees in these classifications shall be placed on this scale effective January 01, 2023 based on years in their current position, as set forth in Appendix A, Section A.1.1:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Crew Leader	\$6,146.18	\$6,367.98	\$6,597.28	\$6,835.16	\$7,071.96		
Crew Worker II (7.5%)	\$5,266.36	\$5,477.01	\$5,696.09	\$5,923.94	\$6,160.90	\$6,407.33	\$6,663.62
Crew Worker I (12.4%)	\$4,456.19	\$4,634.44	\$4,819.82	\$5,012.61	\$5,213.11	\$5,421.64	\$5,638.50
Equipment Mechanic (12.9%)	\$5,815.19	\$6,047.80	\$6,289.71	\$6,541.30	\$6,802.95	\$7,075.07	\$7,358.07
Public Works Inspector (2.5%)	\$5,797.91	\$6,014.27	\$6,239.42	\$6,474.46	\$6,717.18	\$6,968.69	\$7,230.08

A.1.1 Market Adjustment Implementation – All employees in the job classifications in Appendix A, Section A.1 will be placed in the salary schedule in Section A.1 in the following order:

1. Employees will move to the step corresponding to their years in position:

Years	Placement In Range
0 - 1.9 years	A
2 - 2.9 years	B
3 - 3.9 years	C
4 - 4.9 years	D
5 - 5.9 years	E
6 - 6.9 years	F
7 years and more	G

2. If an employee's placement using the years in position method results in lesser pay, then the employee will be placed at the next higher step from their pay rate on December 31, 2022.

Facility Maintenance Technicians, Field Supervisors, Inventory Control Specialist, and Seasonal Employees will remain at their current step.

3. These market adjustments shall be paid retroactively back to January 01, 2023 based on an employee's gross wages, for all active employees effective the date of ratification of the Agreement.

A.1.2 Effective January 01, 2023, after the market adjustments detailed above, all employees except Seasonal employees shall receive a six percent (6%) cost of living increase, which excludes Specialty Pay, as follows:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Field Supervisor	\$7,871.20	\$8,186.05	\$8,513.50				
Crew Leader	\$6,514.95	\$6,750.06	\$6,993.12	\$7,245.27	\$7,496.28		
Crew Worker II	\$5,582.34	\$5,805.63	\$6,037.86	\$6,279.37	\$6,530.55	\$6,791.77	\$7,063.44
Crew Worker I	\$4,723.56	\$4,912.51	\$5,109.01	\$5,313.37	\$5,525.90	\$5,746.94	\$5,976.81
Equipment Mechanic	\$6,164.10	\$6,410.67	\$6,667.09	\$6,933.78	\$7,211.13	\$7,499.57	\$7,799.55
Facility Maintenance Technician	\$3,884.62	\$4,040.18	\$4,201.79	\$4,369.86	\$4,544.66	\$4,726.45	\$4,915.50
Public Works Inspector	\$6,145.78	\$6,375.13	\$6,613.79	\$6,862.93	\$7,120.21	\$7,386.81	\$7,663.88
Inventory Control Specialist	\$4,891.67	\$5,087.34	\$5,290.83	\$5,502.46	\$5,722.56	\$5,951.46	\$6,189.52
Seasonal/Temporary Worker	\$19.57	\$20.38	\$21.23	\$22.12	\$23.04	\$24.00	\$25.00

A.2 Effective upon the next full pay period following the date this Agreement is signed by both parties, the job classifications of Crew Worker I and II shall be reclassified to Maintenance Worker, Maintenance Worker-CDL, Senior Maintenance Worker and Senior Maintenance Worker-CDL. Employees who hold CDLs shall follow procedures outlined in Appendix A, Section A.8 to maintain their qualification for the referenced job classification. This wage table includes the reclassification rates and the four percent (4%) cost of living increase for all positions except Seasonal employees, in accordance with Appendix A, Section A.3:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Maintenance Worker	\$4,963.82	\$5,162.37	\$5,368.87	\$5,583.62	\$5,806.96	\$6,039.24	\$6,280.81
Maintenance Worker-CDL	\$5,212.01	\$5,420.49	\$5,637.31	\$5,862.80	\$6,097.31	\$6,341.21	\$6,594.85
Senior Maintenance Worker	\$5,515.35	\$5,735.97	\$5,965.41	\$6,204.02	\$6,452.18	\$6,710.27	\$6,978.68
Senior Maintenance Worker-CDL	\$5,805.63	\$6,037.86	\$6,279.37	\$6,530.55	\$6,791.77	\$7,063.44	\$7,345.98

A.2.1 Active employees will be reclassified and placed in the scale in Appendix A, Section A.2 in the following manner:

- a) All employees moving to the new classifications in the salary schedule will be placed at the same step in this schedule that they were in the previous salary schedule.
- b) All former Crew Worker Is will be placed in the Maintenance Worker classification within their respective department and division (i.e., an employee in the Parks and Recreation department will be reclassified to a Maintenance Worker in Parks).
- c) All former Crew Worker IIs will be placed in the Senior Maintenance Worker-CDL classification within their respective division and must successfully meet the competence requirements. The Employer will provide training resources to employees to assist them in meeting the competency requirements.
- d) The Employer will provide opportunities for employees to take the competency exams as follows: On a quarterly basis through 2024, and semi-annually in 2025 and all subsequent years.

A.2.2 The Labor-Management Committee will recommend competency requirements; however, the Employer maintains sole discretion to determine such requirements.

A.3 Effective January 01, 2024, the classifications of work and monthly rates of pay for all employees covered by this Agreement in Appendix A, Section A.1.2, except for Seasonal employees, shall be increased by four percent (4%) as follows (Note: the salary schedule in Appendix A, Section A.2 includes the four percent (4%) increase for the Maintenance Worker classification:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Field Supervisor	\$8,186.05	\$8,513.50	\$8,854.04				
Maintenance Lead	\$6,775.54	\$7,020.06	\$7,272.84	\$7,535.08	\$7,796.13		
Equipment Mechanic	\$6,410.67	\$6,667.09	\$6,933.78	\$7,211.13	\$7,499.57	\$7,799.55	\$8,111.54
Facility Maintenance Technician	\$4,040.01	\$4,201.79	\$4,369.86	\$4,544.66	\$4,726.45	\$4,915.50	\$5,112.12
Public Works Inspector	\$6,391.61	\$6,630.13	\$6,878.34	\$7,137.44	\$7,405.02	\$7,682.29	\$7,970.44
Inventory Control Specialist	\$5,087.34	\$5,290.83	\$5,502.46	\$5,722.56	\$5,951.46	\$6,189.52	\$6,437.10

A.4 Effective January 01, 2025, the classifications of work and monthly rates of pay for employees covered by this Agreement in Appendix A, Sections A.2 and A.3 shall be increased over the rates in effect January 01, 2024 by ninety percent (90%) of the annual percentage increase set forth in the Seattle-Tacoma-Bellevue Area Consumer Price Index "Urban Wage Earners and Clerical Workers" (CPI-W), for the period from June 2023 to June 2024, as is published by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the CPI-W shall be a minimum of one percent (1%) and a maximum of four percent (4%).

A.5 Employees in a Maintenance Worker classification who have been at Step G for at least six (6) months shall be upgraded to a Senior Maintenance Worker classification pay grade at the Step that will provide for at least a five percent (5%) wage rate increase upon completion of the minimum competency requirements. The Employer has the discretion to advance a Maintenance Worker to Senior Maintenance Worker before they reach Step G, so long as they satisfy applicable competency requirements.

A.5.1 Pro-Rata Pay - The rates of pay set forth within Appendix A are for full-time employees. A part-time employee shall receive a pro-rata wage based on the number of hours worked in relationship to a full-time employee.

A.5.2 STEP(S) A through G are all twelve (12) months in duration. An employee shall advance from one STEP to the next STEP upon completion of the required months of service. The Employer may authorize the STEP advancement early if the employee has demonstrated exceptional performance of the position's duties per the Employee Handbook.

A.5.3 The Employer may assign a new employee at any monthly pay range set forth within the applicable salary schedule at the sole discretion of the Employer.

A.6 Longevity Pay - Employees shall receive longevity pay in accordance with the following schedule:

PERIOD OF SERVICE TOTAL LONGEVITY PAY (NOT CUMULATIVE)

After 5 years	1% above the pay they would otherwise receive in the applicable salary schedule.
After 10 years	2.5% above the pay they would otherwise receive in the applicable salary schedule.
After 15 years	4% above the pay they would otherwise receive in the applicable salary schedule.
After 20 years	4.75% above the pay they would otherwise receive in the applicable salary schedule.

A.7 Out of Classification Pay – When an employee is assigned by the Employer to a position that is at a pay level above their normal job classification, they shall receive the hourly wage minimum equivalent of five percent (5%) more than their current pay. Employees must have worked a minimum of one (1) shift out of classification to receive this pay.

A.8 Specialty Pay - Effective upon the next full pay period following the date this Agreement is signed by both parties, the following Public Works and Parks positions will be eligible for Specialty Pay, unless the certificate or license is a job requirement: Facility Maintenance Technicians; Maintenance Workers; Senior Maintenance Workers and Maintenance Lead. These positions will be responsible for maintaining licenses and certifications as provided for in Section A.8. The Employer may assign specialty work to employees following verification of licenses and certifications.

A.8.1 The schedule of Specialty Pay available is as follows:

<b>Specialty Pay*</b>	
<b>Licenses and Certifications</b>	<b>Amount of Pay (Annual)</b>
Maximum combined amount per employee allowed = \$2,400	
Concrete Flatwork Associate	\$600
Concrete Flatwork Finisher	\$600
Building Operator Certification—Level 1	\$600
Building Operator Certification—Level 2	\$600
Dept. of Ecology Pesticide Application	\$600
Arborist	\$600
Certified Playground Safety Inspection	\$600
Playground Maintenance Technician	\$600
Pacific Northwest Resource Management School	\$600

*\*For purposes of payroll calculations, Specialty Pay is based on 2,080 work hours per year.*

A.8.2 Certification Requirements - To be eligible, employees must submit sufficient documentation demonstrating they have acquired and maintained a license or certification (e.g., a copy of a current certification or license) to the Human Resources Department.

A.8.3 An employee shall begin receiving Specialty Pay the next first full pay period after Human Resources confirms sufficient documentation.

A.8.4 Reasonable Expectation of Usage – When an employee receives Specialty Pay the Employer has the right to assign the employee to work in a capacity authorized under the license or certification.

A.8.5 Training Cost Reimbursements - The Employer will pay employee expenses for obtaining any mandatory certifications and licenses (e.g., first aid, flagging, etc.). Training costs for non-mandatory certifications and licenses may be reimbursed per Section 5.12 in the Employee Handbook.

A.8.6 Loss of Licenses and Certifications – If an employee's license or certification is no longer valid, or they are no longer eligible for Specialty Pay, the following applies:

- a) The employee must inform Human Resources no later than five (5) business days after the employee's license or certification becomes invalid.
- b) Employees who do not reinstate their license or certification within ten (10) business days are ineligible for Specialty Pay effective the following pay period.
- c) Employees who do not obtain a valid CDL within fifteen (15) business days will be ineligible for the referenced CDL job classification for a period of one (1) year.
- d) At the Employer's discretion, the requirements in Section A.8.6 may be waived for extenuating circumstances.

A.9 Commercial Driver's Licenses (CDLs) – In order to maintain operations, the Employer requires a minimum of seven (7) CDL holders.

A.9.1 Mandating CDL Holders – The Employer may elect to require employees to obtain CDLs. The Employer will first request volunteers and select based on seniority order. Employees shall have ten (10) working days from the date the Employer announces it is soliciting volunteers to put their names on the list of available volunteers who want to take CDL training. If there are insufficient volunteers, the Employer will mandate employees in inverse seniority order. Employees in their probationary period, on active discipline pursuant to Article 17, or otherwise unable to obtain a CDL are excluded from eligibility.

A.9.2 For employees mandated to attend CDL school, the course fees and time spent in class shall be paid by the Employer. If the employee obtains the license after the first course/test, the employee shall be moved to the referenced CDL job classification. If the employee fails to complete the course or fails to obtain the license after the first test, the employee must take the test again at their own expense.

A.9.3 For employees approved to attend CDL school per A.8.5, the course fees and time spent in class shall be paid by the Employer. Repayment of class expenses is subject to the agreement in the Memorandum of Understanding on this subject, attached to this Agreement. If the employee obtains the license after the first course/test, the employee shall move to the referenced CDL job classification. If the employee fails to complete the course or fails to obtain the license after the first test, the employee may take the test again at their own expense.

A.9.4 The Employer agrees to pay for one (1) medical examination per year for employees who are required to undergo such examinations in order to maintain their CDLs.

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

By



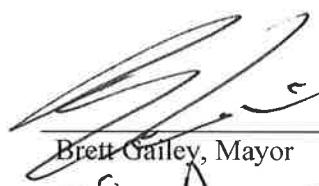
Chad Baker, Secretary-Treasurer

Date

12/28/23

CITY OF LAKE STEVENS, WASHINGTON

By



Brett Gailey, Mayor

Date

28 Dec 2023

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

January 01, 2023 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, 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.

Pursuant to Appendix A, Section A.9.3 of the Agreement by and between the Employer and the Union, 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 the Public Works Operations Manager. 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 Lake Stevens 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 Lake Stevens 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 Lake Stevens 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 Lake Stevens.

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 Lake Stevens. You may terminate your employment with the City of Lake Stevens at any time, with or without cause.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Public Works Operations Manager Name: \_\_\_\_\_

Public Works Operations Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

By



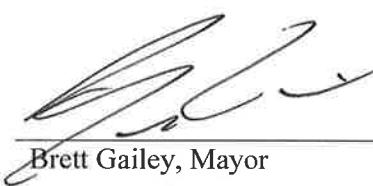
Chad Baker, Secretary-Treasurer

Date:

12/28/23

CITY OF LAKE STEVENS, WASHINGTON

By



Brett Gailey, Mayor

Date:

28 Dec 2023

# THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

## EMPLOYER – UNION PENSION CERTIFICATION

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

NAME OF EMPLOYER City of Lake Stevens NAME OF ASSOCIATION \_\_\_\_\_

IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 1812 Main Street P.O. Box 257 (mailing) CITY, STATE, ZIP CODE Lake Stevens, WA 98258

EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/23

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

INDICATE:

RENEWAL  NEW PENSION ACCOUNT  PREVIOUSLY MADE PENSION CONTRIBUTIONS

EMPLOYER OWNERSHIP CHANGE  DATE OF CHANGE \_\_\_\_\_ SELLER \_\_\_\_\_

EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES

NAME OF PARENT COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

FOR LABOR AGREEMENT RENEWALS:

INDICATE PENSION ACCOUNT NUMBER(S) 414679, 414680

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

APPROXIMATE NUMBER OF COVERED EMPLOYEES 28

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

UNION Teamsters Local Union No. 763  
BY  DATE 12/28/23  
(SIGNATURE)

Chad Baker

(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. \_\_\_\_\_ TITLE Mayor PHONE NO. \_\_\_\_\_

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

BY \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYER   
BY  DATE 28 Dec. 2023  
(SIGNATURE)

Matt G. Ley

(PRINT NAME OF INDIVIDUAL SIGNING)

# **TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970**

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

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

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

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

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

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

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

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