2017 - 2019

LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

THE SNOHOMISH COUNTY CONSTRUCTION CRAFTS

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LABOR AGREEMENT

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "Employer" and The Snohomish County Construction Crafts, hereinafter referred to as the "Union." The Snohomish County Construction Crafts are The Pacific Northwest Regional Council of Carpenters, Electricians IBEW Local 191, and UA Local 26.

ARTICLE 1 - LEGALITY

It is specifically understood and agreed that all provisions herein are subject to existing federal, state or local laws, and should any provision of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 2 - NON-DISCRIMINATION

The City and the Union agree that they will not discriminate against any employee or applicant because of age, sex, race, creed, color, national origin, or the presence of mental, sensory or physical handicap unless it is a bonafide occupational qualification.

The City and the Union, recognizing the need for Affirmative Action, do mutually agree to be supportive to the City's Affirmative Action Plan, in striving to provide opportunities for meaningful employment of those persons or groups who have been victims of discrimination.

ARTICLE 3 - EXCLUSIVE BARGAINING REPRESENTATIVE

The Employer agrees to recognize the Union as the exclusive bargaining representative for all persons in the job classifications listed in Article 6.

All new employees listed in Article 6 who begin employment with the City shall become members of the Union within thirty-one (31) days of hire as a condition of employment.

Upon Union's notification by the City of a new hire, the Union will fully inform the new employee of membership rights and benefits and obtain a receipt of a written and signed form from the employee authorizing payroll deduction for Union dues. The City upon receipt of said form will deduct each month Union dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1:

Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the Employer unless otherwise provided by the terms of this Agreement. The Employer has the authority to adopt rules for the operation of the City and the conduct of its employees provided such rules are not in conflict with the provisions of this Agreement or with applicable law.

Section 2:

The Employer has the right (among other actions) to discipline, temporarily lay-off, or discharge employees; to assign work and to determine duties of employees but not contrary to specific job description; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

ARTICLE 5 - SAFETY COMPLIANCE

All employees covered by this collective bargaining agreement are expected to comply with W.I.S.H.A. (Washington Industrial Safety and Health Act) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to discipline, including suspension and discharge. No supervisor shall require any employee to go or be in any employment or place of employment which is not safe according to W.I.S.H.A. standards.

ARTICLE 6 - SCHEDULE OF WAGES

Section 1: Classifications

RANGE NO.	CLASS NO.	JOB TITLE
05-023	4230	Electrical Inspector
	4150	Building Inspector
	4340	Plumbing/Mechanical Inspector
05-024	4170	Chief Inspector

Section 2: 2017 Wage Schedule

Effective January 1, 2017, the 2016 wage schedule shall be adjusted by 1.8%:

RANGE NO.	STEP A	STEP B	STEP C	STEP D	STEP E
05-023	6011	6534	7067	7350	7646
05-024	6534	7067	7711	8027	8357

Section 3: 2018 Wage Schedule

Effective January 1, 2018, the 2017 wage schedule shall be adjusted by 2.5%:

RANGE NO.	STEP A	STEP B	STEP C	STEP D	STEP E
05-023	6161	6697	7244	7534	7837
05-024	6697	7244	7904	8228	8566

Section 4: 2019 Wage Schedule

Effective January 1, 2019, the 2018 wage schedule shall be adjusted by 2.5%:

RANGE NO.	STEP A	STEP B	STEP C	STEP D	STEP E
05-023	6315	6864	7425	7722	8033
05-024	6864	7425	8102	8434	8780

Section 5:

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

Section 6:

A. To provide a method of orderly transition from old salary schedules to new salary schedules, the following shall apply: Any employee whose base salary under a previous schedule is greater than the base salary provided in the current schedule shall continue to receive the previous base pay.

B. For purposes of computing longevity, vacation, retirement and layoff seniority, the employee's adjusted employment date shall be used. All credit toward longevity shall terminate upon the employee's voluntary termination from City Service. If an employee is laid off for budgetary reasons, the City is obliged to rehire such laid off employee for a period of one year with continuous services rights restored.

C. For determining advancement steps due after a promotion, the current appointment date of the promotion shall be the official appointment date to that classification.

D. An employee receiving a promotion shall receive not less than one (1) full salary step above that held in the previous grade.

E. A demoted employee shall be paid the highest step in his/her new pay range, but not more than the amount paid in the vacated position.

F. For all present employees the date of hire shall also be the adjusted employment date. The date of promotion shall be the current appointment date.

G. It is understood that there is a period of twelve (12) months at full-time employment between steps.

There is hereby adopted as part of the salary schedule a longevity schedule for full-time employees based on years of service as follows:

After completion of 4 years, $ 40.00 per month
After completion of 8 years, $ 65.00 per month
After completion of 12 years, $ 90.00 per month
After completion of 16 years, $115.00 per month
After completion of 20 years, $140.00 per month
After completion of 24 years, $165.00 per month
After completion of 28 years, $190.00 per month

Longevity shall not affect part-time employees covered by this Agreement.

ARTICLE 7 - HOURS OF WORK AND WORKING CONDITIONS

Section 1: Original Appointment Probationary Period

Newly hired employees shall be considered probationary employees for a period of six (6) months (or as otherwise designated by the Civil Service Commission), subject to the following:

A. Said probationary period can be extended by the City for any time loss during the probationary period, up to the amount of actual time lost.

B. If extenuating circumstances exist (other than set forth in A above), and the City provides the Union with documented justification for extending a probationary period, said probationary period can be extended for an additional thirty (30) calendar days.

C. During the probationary period, or extended probationary period, the City may discharge any employee covered by this section of the Agreement at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2:

The employee's normal work week shall consist of forty (40) hours per week, Monday through Friday, unless otherwise agreed to by the Employer and the Union. The employee shall be paid overtime pay at a rate of one-and-one-half times said employee's regular straight time hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The hourly straight time rate for each classified position shall be determined by dividing the annual salary by the actual number of working hours for any given calendar year.

An employee, subject to the approval of the department director or designee, may receive compensable time off in lieu of overtime pay at the rate of one-and-one-half hours for each hour worked. Accrued compensatory time may be used with the approval of the employee's supervisor. The maximum accumulation of compensatory time shall be 80 hours. Any accrual over 80 hours shall be paid as overtime.

The City shall endeavor to provide to the bargaining unit members an opportunity to increase job skills through attendance of the various classes/courses and seminars offered. The authorization for attendance shall be the sole discretion of the Department Head.

ARTICLE 8 - UNIFORMS

Section 1:

The City of Everett shall furnish distinctive clothing (uniform) of the City's choice and design to all employees covered by this contract.

Section 2:

Initial uniform issue to consist of a minimum of one (1) winter jacket, one (1) sport jacket or light jacket, three (3) trousers, five (5) shirts, two (2) ties, if needed, and one (1) pair of waterproof galoshes.

Section 3:

Necessary replacement of worn articles shall be authorized at the discretion of the Department Head with cost being borne by the City.

Section 4:

Dry cleaning costs for Inspector uniforms (jacket and trousers) shall be paid by the City and authorized by the Department Head. The procedure for payment of dry cleaning costs is to be worked out by the employees and the Department Head.

ARTICLE 9 - HOLIDAYS

The following days are hereby designated to be paid holidays for those persons in pay status on the day before and the day after the holiday.

HOLIDAY

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day
Two Floating Holidays	

Section 1:

If a legal holiday falls on an employee's regularly scheduled day off, he/she shall be granted an additional day to be scheduled by mutual agreement between employee and employer within the same pay period.

Section 2:

If a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Section 3:

An employee must request his/her floating holidays at least ten (10) working days in advance. Management must accept or reject the date within five (5) working days of the request. Once accepted, it shall become a fixed holiday for that employee for that year. If the employee must work on that date at Management's request he/she will be paid the same as work on any other holiday.

Section 4:

If a holiday specified in this Agreement falls within the employee's actual vacation, the employee may add one extra day to his/her vacation time, such day to be scheduled by mutual agreement between employee and employer.

Section 5:

Holiday pro-ration for new hires:
Full time regular employees hired before June 1 will receive two floating holidays. Employees hired between June 1 and September 30 will receive one floating holiday. Employees hired between October 1 and November 30 will receive 4 hours floating holiday.

ARTICLE 10 - VACATIONS

An annual vacation is of benefit to both the employee and the City and all employees should be requested to take an annual vacation.

Section 1:
All City employees covered by this Agreement shall accrue vacation credit for each month of continuous service as shown on the table below:

VACATION CREDIT ACCRUED

Continuous Service From Employee's Adjusted Employment Date	Number of Vacation Hours Per Year
1st Year	96 hours
2nd Year	104 hours
3rd and 4th Years	112 hours
5th Year	120 hours
6th and 7th Years	128 hours
8th and 9th Years	136 hours
10th through 14th Years	144 hours
15th through 19th Years	176 hours
20th through 24th Years	192 hours
25th Year and Beyond	200 hours

"Continuous Service" shall be determined from the employee's date of hire/adjusted employment date when entering City employment.

Section 2:
No employee shall have vacation credit accrual in excess of 240 hours at the time of his/her retirement/separation. Any employee terminating employment or retiring must use any vacation accrual in excess of 240 hours prior to termination/retirement or it will be lost to the employee.

No vacation accrual will be allowed in excess of two full years earned vacation. For purposes of this section, vacation accrual will be reported on a regular basis on the payroll warrant stub.

Section 3:
Earned vacations may be requested by employees subject to approval by Department Heads.

Section 4:
Neither probationary employees without a permanent Civil Service status nor temporary employees are entitled to take vacation leave. A probationary employee will earn vacation credit which shall be credited to him/her when he/she becomes a regular employee.

Employees will be granted accrued vacation in accordance with state law at such time as they are separated from City service unless such separation occurs during the entrance probation period.

ARTICLE 11 - INSURANCE BENEFITS

Section 1:

Effective January 1, 2016, the City agrees to offer medical insurance that is acceptable to the City for employees and their eligible dependents (except part-time employees who work less than thirty (30) hours per week, and day laborers unless required by law) who request coverage, provided the employee makes a ten percent (10%) premium contribution.

If the employee chooses a carrier other than the City's self-insured medical insurance program, the employee shall pay the premium difference.

Section 2:

The City will provide for the employee $1,000 life insurance per $1,000 of annual salary, rounded to the next highest $1,000 for the duration of this Agreement.

Section 3:

The City will provide for the employee Accidental Death and Dismemberment coverage in an amount equal to that specified in Section 2 hereinabove, for the duration of this Agreement.

Section 4:

The City agrees to provide a dental insurance plan that is acceptable to the City for employees and their eligible dependents. Effective January 1, 2006 the annual maximum will be increased to $2,000.

Section 5:

The City will provide for the employee and the employee's legal dependents an optical insurance program which is acceptable to the City for the duration of this Agreement.

Section 6:

An employee who wishes to have the above mentioned group coverage must sign an authorization card to be kept on file with his/her payroll records. If he/she does not wish to participate, the employee must sign a waiver card for his/her file.

Section 7:

Employees receiving disability benefits by virtue of any law or ordinance now or hereafter enacted shall be entitled to sick leave pay only in the amount the same exceeds such benefits, but there shall be a full deduction from any sick leave accumulation.

ARTICLE 12 - SICK LEAVE

Sick leave is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1:

Sick leave is provided. Cumulative sick leave with pay shall accrue to each City employee actively employed in the City service at the rate of one working day of leave for each calendar month of the employee's active service. The total accumulation of sick leave shall not exceed nine hundred sixty (960) hours at full pay.

Section 2:

Employees who, for any purpose, are granted leave of absence with pay shall continue to accrue sick leave during such leave of absence. Employees heretofore or hereafter laid off for reasons not discreditable to them and rehired within twelve (12) months, and employees granted leave of absence without pay shall not accrue sick leave during said lay off or leave of absence, but, upon resumption of active employment, shall have available the sick leave accrued at the time of such lay off or leave of absence.

Section 3:

After the probation period of six months, an employee shall be eligible to receive sick leave with pay at the discretion of the department head, as herein provided, for the following reason only:

Personal illness or physical incapacity to such an extent as thereby to be rendered unable to perform the duties of his/her position.

Section 4:

Sick leave with pay for a period of three (3) days or less shall be granted upon the recommendation of the department head after the department head has satisfied himself/herself that such sick leave is allowable. Sick leave with pay for a period of four (4) days or more shall be granted only upon the presentation of a written statement by the employee's personal physician and/or physician representing the City, certifying that the employee was subject to quarantine. An employee on sick leave shall inform his/her department head, or cause the department head to be informed forthwith, that he/she is unable to report for duty and the reasons therefore, and failure to do so without excuse shall be cause for denial of sick leave pay.

Section 5:
In using sick leave, only those days on which the employee would be required to report for work shall be considered. Sundays, holidays, and all other days on which the employee would not be required to report for work shall be disregarded. Upon the request of an employee who shall be absent for personal illness or incapacity and with the concurrence of the department head or his/her designee, days off may be charged against the vacation to which he/she may be entitled and such employee shall be paid therefore and the vacation allowance reduced accordingly. Employees will be granted pay in lieu of vacation at such time as they are separated from City employment, unless such separation occurs during the entrance probationary period or unless the employee quits without giving at least two weeks written notice.

Section 6:
Subject to the civil service rules, when applicable, the head of any department may discipline (including suspension or dismissal), any employee from City employment who fraudulently uses sick leave.

Section 7: Sick Leave While On Vacation
It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or incapacity. Therefore, if an employee becomes ill or incapacitated once his/her vacation has commenced, vacation time will be deducted. However, if the employee notifies the Department Head or his/her designee prior to the commencement of the employee's vacation that said employee is ill or incapacitated, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be cancelled and rescheduled if possible, at a time mutually agreeable to the City and the employee.

Section 8: Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits
It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, he/she shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 10 and 12 of this Agreement. Provided, however, this section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

Section 9:
An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with abuse of sick leave or situations where the employee has prolonged and/or frequent or regular absences which hinder the performance of the employee's job duties or the efficiency of the department. Such corrective action may include medical consultations, physician's statements, disciplinary action, including suspensions or dismissal.

Section 10:
Employees who have successfully passed probation shall be allowed, upon voluntary separation, retirement or in situations of reduction in force from City employment, to receive a payment equal to fifteen (15%) percent of the value of their then existing sick leave accrual balances.

ARTICLE 13 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, upon request to his/her department head, will be granted reasonably necessary time off to assist with funeral arrangements, if necessary, and to attend the funeral service, and will be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of four (4) days allowance, if on pay status. Effective as of the date of execution of this Agreement, if required to travel beyond the distance of 300 miles to attend services, one (1) additional day will be allowed. This time off shall not be deducted from accumulated sick leave or vacation.

Effective as of the date of execution of this Agreement, the term "immediate family" is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested.

ARTICLE 14 - SENIORITY

Section 1:

Employees shall complete the applicable probationary period before they become regular employees entitling them to seniority rights.

Section 2:

Seniority shall be computed using the adjusted employment date, subject to the applicable probationary period.

Section 3:

Seniority shall be recognized in the same classification and job description of work and those having greater classification seniority shall be given preference as to work in the same position but shall not be in conflict with rules of Civil Service as it applies to a promotion.

Section 4:

Seniority shall terminate by discharge from service or by voluntarily leaving the service of the Employer.

Section 5:

It shall be understood and agreed that when there is a layoff or a reduction of force in a given position classification, the person with the least seniority in that position classification will move to the next lower position classification to which his/her seniority and line of progression entitles him/her, displacing the person with the least seniority in that lower position classification. Similarly, this displaced person moves down under the same procedure and so on until the excess person with the least seniority in a position classification is laid off. The layoff procedure shall follow the employee's line of progression from his/her entry level. Persons shall not bump below their entry level position.

Position clarification seniority shall be defined as time in service in the employee's current position classification plus time in service in any higher promotional position classification, if any.

Section 6:

Temporary employees will not be used to an extent that would result in reduction of hours or layoff to regular full time employees.

ARTICLE 15 - UNION OFFICIAL TIME OFF

Section 1:

With reasonable advance notice to the supervisor, one (1) representative of the Union shall be permitted to attend annual budget hearings, grievance hearings and civil service meetings which are held during working hours. The time is not to be charged against the 30 hours described below. All other Union business, including but not limited to negotiations, grievance investigations and meetings with the City at the request of the Union shall be counted against the 30 hours described below.

Section 2:

The allowable aggregate of such paid time off for all individuals shall not exceed 30 hours in one calendar year.

Section 3:

Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable 30 hours, but shall be considered and paid as a regular working day.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1:

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include, but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

In the event an employee elects to file a grievance concerning his/her employment status in civil service, the employee shall have the option of pursuing the grievance through either civil service or the provisions of this Article but limited to one or the other. The employee may at his/her own discretion pursue the alleged grievance without the Union's participation.

Section 2:

Time periods between grievance steps may be extended by written mutual agreement of both parties.

Step 1 An employee or Shop Steward who believe there is a grievance as defined above, shall discuss the matter with the Shop Steward(s) within five (5) working days of the alleged grievance. The Shop Steward shall present the grievance within three (3) working days to the Union Grievance Committee, who shall determine whether the grievance is justified. If, in the opinion of the Union Grievance Committee no grievance exists, no further action will be taken by the Union Grievance Committee. Working days, for the express purpose of this Article, are defined to be Monday through Friday, excluding holidays, Saturdays and Sundays.

Step 2 If the Union Grievance Committee agrees that a grievance does exist, the Shop Steward and/or the aggrieved employee will present the grievance to the immediate supervisor, with a copy of the alleged grievance going to the Department Head during the same time period. A copy of such grievance shall be filed forthwith to the Human Resources Department.

Step 3 If, within five (5) working days, the immediate supervisor has not settled the grievance, the Union Grievance Committee and/or the employee will submit the grievance to the Department Head.

Step 4 If, within five (5) working days, the Department Head has not settled the grievance, the Union Grievance Committee and/or the employee will submit the grievance to the Mayor.

Step 5 If, within ten (10) working days, the Mayor has not settled the grievance, the Union Grievance Committee and/or the employee will submit the grievance to an arbitration board to be determined in accordance with Step 6 of this Article. Notice of appeal must be made in writing and within ten (10) working days after the response.

Step 6 The Arbitration Board shall consist of one arbitrator who shall be requested from the Public Employment Relation Commission (PERC). If an Arbitrator from PERC is rejected by either party, then a request shall be submitted to the American Arbitration Association for a listing of five (5) professional arbitrators. The City and the Union representative will take turns striking names off the list until only one person remains on the list and that person shall become the arbitrator. A coin flip shall determine whether the City representative or the Union representative will strike the first name on the list. The committee will hold its first grievance meeting within five (5) working days after the selection of the arbitrator. The arbitrator shall render a decision within ten (10) working days after the initial meeting. The cost of arbitration shall be borne equally by both parties and each party shall pay its respective representatives' or attorneys' fees. The City and the Union agree that the decision of the Committee shall be final and binding upon both parties.

The arbitration board shall render its decision solely based on the interpretation and application and provisions of this Agreement and shall address only those issues raised in the written grievance. Neither the arbitration board nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

ARTICLE 17 - SAVINGS CLAUSE - ORDINANCES

No ordinance granting any employee a benefit shall be changed during the term of this Agreement which would reduce the benefits to the employees, particularly as it applies to Articles 6, 7, 9, 10, 11, 12 and 13 of this Agreement.

ARTICLE 18 - DURATION

This Agreement shall be effective as of the 1st day of January 2017 and shall remain in full force and effect through the last day of December 2019. Any one Article may be opened during the contract year if mutually agreed to by both parties; and, if agreement is not reached on the opened Article within thirty (30) days, the said Article will remain in force as written.

In witness whereof, the parties hereto have set their hands on the 1st day of November, 2017.

CITY OF EVERETT

RAY STEPHANSON, Mayor

ATTEST:

SHARON FULLER, CITY CLERK

APPROVED AS TO FORM:

JIM ILES, CITY ATTORNEY

CRAFTS UNION REPRESENTATIVES
United Association, UA Local 26

Todd F. Taylor

10-18-17
Date

IBEW, Local Union 191

Tim Silsbee

10/18/17
Date

Pacific NW Regional Council of Carpenters

Dave Quinn

10-23-17
Date