

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY OF MOUNT VERNON
AND
PROTEC 17 – DEVELOPMENT SERVICES UNIT**

January 1, 2024 through December 31, 2026

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PREAMBLE

This Agreement is entered into by and between the City of Mount Vernon, hereinafter referred to as the "City", and PROTEC17, hereinafter referred to as the "Union", representing the City Employees in the Developmental Services Department described in Article 1 - Union Recognition. Individuals in the bargaining unit will be referred to as Employees.

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes PROTEC17 as the exclusive bargaining representative for all employees in the following bargaining units as they currently exist and as they may be created or amended:

Non-supervisory unit: all full-time and regular part-time non-supervisory employees working for the City of Mount Vernon Development Services Department, including the Parking Enforcement Officer.

Supervisory unit: all full-time and regular part-time supervisory employees working for the City of Mount Vernon Development Services Department, excluding non-supervisory employees, confidential employees, and all other employees.

Existing bargaining unit work shall be performed by bargaining unit employees. When a new classification is created, the Union will continue to be recognized as the exclusive bargaining representative for employees performing traditional bargaining unit work.

ARTICLE 2 – UNION MEMBERSHIP & PAYROLL DEDUCTION

Section 2.1 Employee Notification – The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union’s exclusive representation status.

Section 2.2 Union Notification – The Employer will notify the Union of all regular full-time and regular part-time employees hired into positions covered by this agreement. The notification will be consistent with RCW 41.56 and provide all information required. The Employer will make every effort to provide this notification within seven (7) days from the date of hire. The Employer shall promptly notify the Union of all employees leaving its employment.

Section 2.3 Union Orientation – The Employer will provide the Union thirty (30) minutes, during the employee’s regular working hours, for the purpose of presenting information about the bargaining unit and Union membership. The steward and/or Union Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment but shall in no instance be later than ninety (90) calendar days.

Section 2.4 Dues Deduction – The Union will notify the City of its initiation fees and dues. The City agrees to deduct twice a month such membership fees and dues from the wages of employees who have affirmatively consented to the deduction of such dues/fees in writing. The payroll deduction will begin the pay period following the receipt of the authorization form. The total amount of deductions shall be remitted by the Employer to Union. The Union will promptly furnish the City written notification from an employee who revokes consent of the deduction of the Union initiation fees, dues and assessments. Once notified, the City will stop deducting initiation fees, dues and assessments. The Union will defend, indemnify and hold the Employer harmless against all liability resulting from the dues deduction system.

Upon promotion or transfer to a position outside the bargaining unit, the Employer agrees to stop deducting dues from the employee's paycheck. This shall be effective the first payroll cycle without wages from the bargaining unit position.

ARTICLE 3 – UNION ACTIVITY

Section 3.1 Labor Management Committee – A Labor Management Committee (LMC) is hereby established comprised of up two (2) employee representatives from the Department and various representatives from the City, including the Department Director and the Human Resources Director or their designee. Employees attending committee meetings during their work time will have no loss in pay. The purpose of these meetings is to meet and discuss items of mutual interest and to establish a forum to facilitate resolution of issues and concerns as informally as possible. Committee meetings will be used for discussions only, and the Committee may conduct negotiations, bargain collectively, or modify any provisions of this Agreement upon mutual agreement. Such meetings shall be scheduled upon mutual agreement of the Parties.

Section 3.2 Negotiating Committee – Three (3) employee representatives from the Department shall be allowed paid time off for contract negotiation or demand to bargain purposes. Bargaining sessions will be closed to the press and the public unless agreed upon otherwise.

Section 3.3 Employee Representatives – The Union shall be entitled to nominate up to two (2) Employee Representatives from the non-supervisory bargaining unit and one (1) Employee Representative from the supervisory bargaining unit. The Union shall inform the Employer of the Employee Representatives and any changes in Employee Representatives. Employee Representatives will be provided reasonable paid time during their normal working hours to investigate and process grievances. The Employee Representative will obtain approval from the Department Director before attending any meeting during their working hours. Notification will include the approximate amount of time the Employee Representative expects the activity to take.

Section 3.4 Union Communication – The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes the Employer's right and responsibility to manage its business and to operate in an efficient and economical manner subject to this Agreement and the law and to exercise the rights traditionally reserved to management in the operation of its business. Except as limited by this Agreement and applicable law, the Employer's exclusive rights include, but are not limited to, the right to:

1. require standards of performance and evaluate employees thereon;
2. direct employees in the performance of their work;
3. determine job assignments, organizational reporting requirements and structure, and working schedules;
4. determine the materials and equipment to be used;
5. implement improved or different operational methods and procedures;
6. determine staffing requirements;
7. determine the kind and location of facilities, if any;
8. determine whether the whole or any part of its operation shall continue to operate;
9. select and hire employees;
10. maintain order;
11. determine when and which employees should be promoted, demoted, or transferred;
12. determine when and how much overtime must be worked, if any;
13. employ temporary employees and utilize volunteers;
14. determine the skills, abilities and competency of its employees;
15. discipline or discharge employees;
16. lay off employees for lack of work;
17. contract out some or all work covered by this agreement, so long as such use of contractors does not directly cause a furlough or reduction in force*;
and
18. promulgate reasonable rules, regulations and personnel policies.

* The City will notify the Union of its intent to contract out any work covered by this agreement and provide the Union with an opportunity to bargain the impacts

ARTICLE 4 – NON-DISCRIMINATION

The concept of equal opportunity employment is a necessary element of this Agreement. Appointment to or removal from City employment shall not be affected

by any protected classification under State or Federal law. Bona fide occupational qualifications based on the above traits do not violate this Section.

Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor, other management staff, Human Resources, or file a complaint in accordance with City policy.

ARTICLE 5 – POLICIES & PROCEDURES

All personnel policies, rules, procedures, regulation manuals, including departmental and divisional directives and procedures pertaining to employees represented by the Union, will be made available to Union representatives and employees. The Employer will provide advance notification to the Union, prior to making any change in the above that impacts or alters a mandatory subject of bargaining.

ARTICLE 6 – WORKPLACE BEHAVIOR

All employees are responsible for contributing to a workplace environment that fosters mutual respect and professionalism. Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee is encouraged to report this behavior to the employee's supervisor or the Human Resources Office. The Employer will look into the reported behavior and take appropriate action as necessary. The employee will be notified whether or not a violation occurred.

Grievances related to this Article are not subject to arbitration.

ARTICLE 7 – COMPENSATION & PAY PLAN

Section 7.1 – Wages

Effective January 1, 2024, increase applicable salary grid by four and one half percent (4.5%).

Effective January 1, 2025, increase 2024 salary grid by two percent (2%).
Effective July 1, 2025, increase the January 1, 2025 salary grid by two percent (2%).

Effective January 1, 2026, increase 2025 salary grid by three percent (3%).

The City agrees to review and conduct the appropriate analysis regarding the FLSA designation of the Senior Planner position.

Building Inspector I shall be assigned to salary range 25 and Building Inspector II shall be assigned to salary range 27.

Section 7.2 Step Increases – Employees shall be eligible for step increases on the first (1st through the 15th) or the 16th (16th through the 31st) of the month they are hired or promoted, and shall progress through step increases on an annual basis.

Section 7.3 Health Club Membership – The City agrees to reimburse an employee up to forty dollars (\$40) per month for the cost of an individual health club membership as long as the employee attends the facility a minimum of eight (8) times a month. The employee must provide documentation of the monthly membership and the cost of an individual membership to Human Resources by the 15th of each month demonstrating his/her membership at a health club. If documentation is not received by the 15th, the employee will not receive reimbursement for that month; there will be no retroactive reimbursements. Reimbursements will occur on the paycheck distributed on the 5th of the month.

For every continuous five (5) days of vacation or sick time used in a calendar month by the Employee, the minimum requirement will be reduced by two (2) days.

Section 7.4 Certifications – The City will reimburse the cost of certifications that are required for the employee's position.

ARTICLE 8 – HOURS OF WORK (FOR OVERTIME-ELIGIBLE EMPLOYEES)

Section 8.1 Workweek(s) – The normal hours of work shall consist of five (5) eight-hour shifts in a one (1) work week period Monday through Friday. Upon agreement by the Department Director, employees may have the option to work an alternative schedule comprised of forty (40) hours Monday through Friday, which could include a nine (9)-eighty (80) schedule. The regular work schedule will include two (2) consecutive scheduled days off, except as required by operational necessity.

Section 8.2 Temporary Schedule Changes – Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. The notice will state the duration of the change. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive five (5) calendar days' written notice of any temporary schedule change. Changes to scheduled shifts or hours of a duration less than one (1) day do not constitute a temporary schedule change.

If the Employer makes a temporary change to the permanent work schedule of an employee, a change to scheduled shift or hours greater than one (1) day, without giving at least five (5) days' notice of the change, then employees will be paid for all time worked outside the scheduled hours or days at one and one-half (1 ½) times their base rate for the duration of the notice period.

Section 8.3 Permanent Schedule Changes – Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice.

If the Employer changes the permanent work schedule of an overtime-eligible employee without giving at least seven (7) days' notice of the change, employees will be paid for all time worked outside the Employee's regularly scheduled hours or days at one and one-half (1 ½) times their base rate for the duration of the notice period.

Section 8.4 Emergency Schedule Changes – In the event of a Level II emergency situation, as defined by the City of Mount Vernon's Emergency Management Plan, the respective Department Director may enact a temporary shift change to ensure that City services continue. Temporary emergency shift changes may not be extended past thirty (30) days unless mutually agreed to by the Employer and the Union.

Section 8.5 Callback Pay – Employees who are called back to work, as approved by the Department Director, one hour or more prior to their scheduled shift or after their regular shift or regular day off shall be compensated for the actual time worked with a minimum of two and one-half (2 ½) hours of pay at one and one-half (1 ½) times the employee's regular hourly rate of pay. Callback pay shall not apply in the event an Employee chooses to flex their schedule. Callback pay does not apply in situations of a temporary or permanent schedule change as set forth in this Article.

Section 8.6 Rest and Lunch Breaks – Employees are entitled to one (1) fifteen-minute break for every four (4) hours worked to help them maintain safety, mental alertness and physical comfort. Employees cannot waive rest periods, combine the rest period with the lunch period, or use this time to shorten the work day, unless approved by the Department Director. Employees are entitled, depending on assigned schedule, to one-half (1/2) hour or one hour (1) unpaid lunch break usually mid-shift but no later than five (5) hours into the shift.

Section 8.7 Working Out of Class – In the event an employee is temporarily reassigned to and will actually be performing the majority of responsibilities of a job of higher classification (greater than fifty percent (50%) of duties) for five (5) working days or more, the employee shall be paid at the step of the salary range for the temporarily assigned job, which represents a salary increase that is at least five percent (5%) above the former rate of pay for the duration of the temporary assignment. Absent an unexpected situation, such assignments shall not exceed one (1) year.

ARTICLE 9 – HOURS OF WORK (FOR OVERTIME-EXEMPT EMPLOYEES)

Employees in exempt positions as defined by the Fair Labor Standard Act (FLSA) are exempt from overtime payments for hours worked beyond forty (40) hours in a workweek. Such employees will be paid on a salary basis.

ARTICLE 10 – OVERTIME

Section 10.1 Overtime – For non-exempt Employees, all work in excess of forty (40) hours in the FLSA workweek, shall be compensated at time-and-one-half (1½) the regular straight time hourly rate of pay. The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job, including paid travel time.
2. Holidays, excluding floating holidays.

Payment for such hours worked shall be in wages or in equivalent compensatory time, if approved by the Department Director.

All overtime must be approved in advance by the Department Director.

Section 10.2 Compensatory time – Compensatory time may be substituted for payment of one and one-half (1½) times the regular hourly pay rate for overtime work, by mutual agreement between the employee and the City, under the following conditions:

1. **Accrual.** The Employer may grant the request, but shall not impose compensatory time upon any employee who has not requested it. In no event shall compensatory time accruals exceed forty (40) accrued hours.
2. **Usage.** An employee will be allowed to use the compensatory time within a reasonable period of time mutually acceptable, so long as such use does not unduly disrupt the operations of the City. Comp time must be used prior to vacation time.
3. **Carryover/cash out.** Any compensatory time remaining at the end of the calendar year automatically carries over to the next calendar year. The payment shall be calculated on the basis of the employee's regular hourly rate at the time payment is received. Upon termination of employment, an employee shall be cashed out for unused accrued compensatory time at the employee's current regular hourly rate.
4. **Part-time employees** will not accrue compensatory time unless working over forty (40) hours in a FLSA workweek.

Section 10.3 Flex Time – Upon employee request and by mutual agreement between the employee and the Director or designee, an employee may “flex” their schedule to accommodate periodic personal employee matters, health care provider appointments, temporary schedule adjustments, attendance at meetings or training or to perform work on behalf of the City. Such agreements shall provide for no reduction in service to the public and must not increase the City’s compensation costs for overtime, out-of-classification pay, holidays, etc. Any flex time must be used within the same FLSA work week it occurs, and may not be carried over between FLSA work weeks.

ARTICLE 11 – VACATION

Full-time employees will accrue vacation leave according to the rate schedule provided below. Leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

Time in service	Hours per month
0-5 years	8
Over 5 years	10
Over 10 years	13.33
Over 15 years	15.33
Over 20 years	17.33
After completion of 25 years	18

New employees shall be credited with vacation benefits from the employee’s date of employment for use following probation.

Exempt employees, in recognition of responsibilities, duties and time commitments outside of the normal work hours, shall be entitled to an additional five (5) work days of vacation time annually.

Any employee who has completed probation will be entitled to payment for vacation leave credits upon separation. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

Employee accrual of vacation shall be one full year of accrual, plus an additional forty (40) hours. No employee shall receive compensation for unused vacation leave greater than two hundred forty (240) hours at the time of separation from the City. Leave in excess of this amount shall be taken prior to separation or forfeited.

Employees hired on an advanced accrual arrangement shall move to the next accrual step based on meeting each time in service requirement (every five (5) years), until they are maxed out on accrual.

ARTICLE 12 – SICK LEAVE

Section 12.1 Accrual – Accumulative sick leave with pay shall accrue to each Employee at the rate of eight (8) hours per month and shall continue to accumulate while on paid sick leave or vacation. However, in no instance, will an employee accrue sick leave at a rate less than one (1) hour for every forty (40) hours worked. Employees shall not accrue sick leave for hours in an unpaid status.

Section 12.2 Permissible Uses – Sick leave may be used for:

1. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of health condition; or preventive medical care
2. The employee's care for a family member with illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; care for a family member who needs preventive medical care. Family members include: child (biological, adoptive, foster, step, or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de factor parent and regardless of age or dependency status); parent (biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to the employee when he/she was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling
3. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason
4. Any other reason allowed by State or Federal law.

Section 12.3 Verification – If the employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

Section 12.4 Notification to Employer – Whenever practicable, the employee will attempt to notify their supervisor at least thirty (30) minutes prior to the beginning of the employee's scheduled work shift if he/she will be absent from work due to sick leave.

Section 12.5 Accrual Maximum – The maximum amount of sick leave an employee may roll over from year-to-year shall not exceed nine- hundred and sixty (960) hours. Any hours in excess of nine-hundred and sixty (960) at the end of a calendar year will be lost.

Section 12.6 Cash out – Any Employee that terminates employment that has five (5) consecutive years and leaves the City in good standing, may cash out ten

percent (10%) of their unused sick leave hours at their current hourly rate of pay capped at a total of ninety-six (96) hours paid out (meaning up to 10% of 960 hours).

Section 12.7 Paid Family Medical Leave – As required by the Washington State Paid Family Medical Leave law, the City shall deduct PFML premiums from Employees' paychecks in accordance with the premiums established by State law.

Section 12.8 Other Leaves – Family leave, pregnancy disability leave, domestic violence leave, military, or other State or Federal protected leave – Employees shall be entitled to these types of leave as outlined in the City of Mount Vernon Employee Handbook, and to the extent provided by State or Federal law.

ARTICLE 13 – HOLIDAYS

The following holidays shall be recognized and observed as paid holidays:

Floating holidays	One (1) day off at the Employee's choice with Supervisor's approval.
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

If a designated holiday falls on a work day when an Employee is scheduled to work, the holiday will be compensated for the hours the Employee is regularly scheduled to work at the Employee's regular hourly rate of pay.

The Floating holiday is provided at eight (8) hours, and may be supplemented with vacation or compensatory time for Employees on alternative schedules.

Employees shall observe holidays on the date designated by the City for observance of such holidays.

Holidays observed during an employee's annual vacation or other paid leave period shall not be counted as leave time.

Holiday hours will be counted toward eligibility for sick leave and vacation benefits. An Employee may take a floating holiday at such time as is mutually agreeable to the Employee and the Department Head.

ARTICLE 14 – BEREAVEMENT LEAVE

Bereavement leave: In the event of the death of an immediate family member, close relative or any other individual deemed qualified by the Mayor or their Designee, employees shall be allowed to remain away from employment as follows:

Up to three (3) days off with full pay for deaths that do not require travel out of state and up to three (3) additional days off with full pay for deaths that require travel out of state. Immediate family member or close relative shall mean the Employee's spouse, registered domestic partner, child, parent, sibling, parent-in-law, child-in-law, sibling-in-law, grandparent, grandchild, aunt, uncle, step-parent or step-child or any relative who lives in the employee's home. An individual is considered a relative whether related by blood, marriage or adoption.

All bereavement leave shall be by notification and arrangement between the employee and the Department Director.

When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

ARTICLE 15 – LEAVE OF ABSENCE (WITHOUT PAY)

Leave of Absence (Without Pay) for reasons other than federal or state protected leaves may be granted at the sole discretion of the Employer and consistent with the City of Mount Vernon Employee Handbook.

ARTICLE 16 - INSURANCE

Section 16.1 Dental and Vision – The Employer shall pay 100% of the monthly premium amounts for enrolled employees and 90% of the monthly premium for enrolled dependents for the Association of Washington Cities Dental Plan (AWC Plan E Dental with Ortho IV or Willamette Dental (\$15 copay)) and 100% of the premiums for employees and their dependents for the AWC \$0 deductible VSP vision plan.

Section 16.2 Medical – The Employer shall pay 100% of the monthly premium for the Employee and 90% of the monthly premium for employee's dependents for the Regence High Deductible Plan. The Employer will pay \$1500/\$3000 (individual/family) each year into a VEBA account to pay for the Employee's deductible. Once the Employee exceeds the deductible by \$1000 in out-of-pocket expenses (per the Regence EOB), the City will reimburse the employee up to the maximum out-of-pocket expense for covered in-network medical expenses.

Employees may also have the option to enroll themselves and their dependents in the AWC Regence HealthFirst \$250 Deductible plan. The premium share for

Employee and dependent coverage shall be split with the City as follows: eighty percent (80%) of the premium shall be paid by the City and twenty percent (20%) shall be paid by the Employee.

Employees will be deemed eligible for healthcare benefits the first day of the following month they are hired.

Spouses that are both employed at the City may only opt themselves out of the City plan when their dependents are covered under the spouses plan at the City.

Section 16.3 Continuation of insurance coverage – The City shall comply with all State and Federal laws regarding continuation of insurance coverage.

Section 16.4 Life insurance – The City will pay a full life insurance and AD&D policy in the amount of fifty thousand dollars (\$50,000) for all full-time employees.

ARTICLE 17 - PERSONNEL REDUCTION

Section 17.1 Layoff – The City may lay off Employees for lack of work, lack of funds, or other operational needs. The Employer shall provide at least sixty (60) days written notice to the Employee and the Union before such a lay-off is effective. No Employee shall be laid off while another person in the same position is on probation. No new Employee may be hired, into the same classification, until the laid off Employee has been given the opportunity to return to work.

Section 17.2 Layoff Order - The order in which Employees will be laid off within their classification shall be determined based on seniority in total City service, regardless of any break in service, as well as individual performance within their classification. When an Employee is identified for a layoff or reduction-in-force, they shall be permitted to move into classification which they previously held within the previous sixty (60) months of notification of layoff, provided that the Employee meets the minimum qualifications for the job. In doing so, they may “bump” the least senior Employee(s) in that job classification.

Section 17.3 Preservation of Bargaining Unit Work - The Parties agree to protect and preserve work historically performed by Employees covered by this Agreement, consistent with RCW 41.56.

Section 17.4 Recall and Seniority – Employees shall retain department seniority and recall from lay-off, for up to twenty four (24) months. The laid-off Employee shall have the first right of refusal to fill a vacancy in their affected position. Employees must respond to a lay-off recall within seven (7) days of receipt of recall notice, and must report to work no later than fourteen (14) additional days. Failure to respond to a recall notice shall constitute forfeiture of recall rights; unless the Employee has notified the Employer of his unavailability to respond for a specific period of time, not to exceed fifteen (15) days. Employees must notify the Employer of personal address, telephone number, and personal email changes to

permit appropriate recall notification. Recall notice shall be by certified mail with return receipt requested, telephone call (where available), and personal email (where available). All Employee responses and notifications shall be in writing, including email, and addressed/sent to the Human Resources Director.

Section 17.5 Alternatives to Layoff – Alternative options to avoid layoffs may also be explored at the discretion of the Mayor.

ARTICLE 18 – HIRING

Section 18.1 Posting of Vacant Positions – Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

The City will post a notice of the vacancy and accept applications for a minimum of ten (10) working days. Such notices shall be posted at various city work sites. Internal candidates, who meet the minimum qualifications for the position (including but not limited to education, experience, certifications, licensure, etc.), will be prioritized in filling new or vacant positions.

All applications will be collected directly by the Human Resources Department. Only applicants with satisfactory performance, which include no performance improvement plans in the last year, or disciplinary actions within the last two (2) years will be considered for a transfer.

Section 18.2 Review Process – The Employer shall first consider internal applications. When a job vacancy is filled internally, current Employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

If the Employer determines that no internal candidates meet the minimum qualifications or staffing need as stated on the job announcement, the Employer may consider the external applicants in its recruitment process. The unsuccessful applicants will be able to have the City explain to them the reasons that they were not selected.

Section 18.3 Probation Period – Newly hired external employees and internal Employees hired into a new job classification will serve a six (6) month probationary period. Newly hired external employees may be released at any time during this probationary period. Employees probation may be extended, with notification to the Union, to a maximum of six (6) additional months. In the event an internal Employee does not successfully complete a new classification probation period, the Employee will be assigned to the Employee's original position (if available or vacant) or to another vacant position for which they are qualified in the same classification and the same salary level as the Employee's original position. If the original position is not available, and no other vacant position in the same classification is available, the Employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months.

Section 18.4 Promotions – Promotional Employees will move to the step in the range of the new classification which results in an increase of at least five percent (5%). Annually, from the Employee’s adjusted anniversary date, the Employee’s salary shall increase to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted Employee’s salary be less than the starting pay of the salary range for the new class.

Section 18.5 Lateral transfers and demotions – If an Employee voluntarily transfers to a classification in the same pay range, the Employee’s salary will remain at their current salary. An Employee that voluntarily demotes to a classification in a lower pay range will be placed in the salary range at a step that most closely matches their current rate of pay. If the Employee’s pay falls above the top of the lower pay range, the pay shall be reduced to be equal to the top step of the lower pay range. Step increases will be calculated using the Employee’s adjusted anniversary date.

ARTICLE 19 – DISCIPLINE

Section 19.1 Purpose – The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee - management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize.

Section 19.2 Just Cause – The Employer will not discipline a non-probationary employee without just cause. Discipline includes oral reprimands, written reprimands, suspensions, demotions, and terminations.

Section 19.3 Progressive Discipline – Discipline, to be considered as valid, must be issued in writing to the affected employee and, if discipline is higher than a written reprimand, to the Union. Discipline shall not be used to progress to a higher level of discipline after eighteen (18) months from the date of original issuance unless a similar or related offense is committed within that period. The eighteen (18) month timeline does not apply to discipline issued for misconduct, which warrants a suspension or higher level discipline.

Section 19.4 Privacy and Representation – When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee. The employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.

Section 19.5 Conclusion of Investigation – At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed.

Section 19.6 Review of Personnel Files – Employees may review their own personnel files in accordance with the City’s Employee Handbook.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 20.1 Purpose – The purpose of this Article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. The parties agree that it is in the best interest of all parties to resolve disputes informally at the earliest opportunity, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes and to engage in problem resolution. If such an informal manner cannot resolve the dispute, this Article provides a formal process for dispute resolution.

Section 20.2 Grievance Contents – Grievances and responses to grievances shall be in writing and include the following:

1. A statement of the grievance and the facts upon which it is based;
2. The section of this Agreement and/or disputed areas to which the grievance relates; and
3. Remedy requested.

Section 20.2 Time Periods – Time periods between grievance steps may be extended by written, mutual agreement by both parties.

Section 20.3 Definition of Days – Days for purposes of this article are defined as Monday through Friday, excluding holidays, Saturdays and Sundays.

Section 20.4 Grievance Steps –

Step 1: The affected employee(s) or their Union Representative shall present the written grievance within thirty (30) days of the alleged occurrence, or knowledge thereof, to their Department Head or designee. The Department Head or designee will meet (in person or electronically) with a Union Steward and/or Union Representative and the grievant within fifteen (15) days of receipt of the grievance and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2: If the grievance is not resolved at step 1, the affected employee(s) or their Union Representative shall present the grievance to the Human Resources Director or designee within fifteen (15) days of receiving the response in step 1. The Human Resources Director or designee may meet with the Union Steward and/or Union Representative and Employee, and will respond in writing to the Union within fifteen (15) days after either receipt of the grievance or the optional meeting, whichever is later.

Step 3: If the grievance is not resolved at step 2, the affected employee(s) or their Union Representative shall present the grievance to the Mayor or

designee within fifteen (15) days of receiving the response in step 2. The Mayor or designee may meet with the Union Steward and/or Union Representative and Employee, and will respond in writing to the Union within fifteen (15) days after either receipt of the grievance or the optional meeting, whichever is later.

Step 4: If the grievance remains unresolved, the affected employee(s) or their Union Representative shall submit the grievance to Arbitration. The parties agree to petition the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) neutral arbitrators, from which the Parties shall take turns striking. The decision of the arbitrator on the grievance shall be final and binding.

Section 20.5 Costs – Each party hereto shall pay the expenses of the respective representatives. The expenses of the third party shall be shared equally by the parties.

Section 20.6 Mutuality – Nothing in this grievance procedure shall prevent the Employer from filing a grievance or arbitrating a dispute under the Agreement according to the same terms and conditions.

ARTICLE 21 – NO STRIKE NO LOCK OUT

Section 21.1 No Strike – The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the Employees shall cause, condone or participate in any strike, work stoppage, slow down, or interference with work by the Employees or the Union during the term of this agreement. The Union will use its best efforts to curtail any activity covered by this Article. It shall not be considered a violation if employees covered by this Agreement refuse to cross a picket line where their physical health and safety will be jeopardized by doing so. However, said employee must thereafter report and confer with City management regarding the incident.

Section 21.2 No Lockout – The Employer shall not engage in a lockout of employees during the term of this Agreement.

ARTICLE 22 – SAVINGS CLAUSE

If any of the provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

ARTICLE 23 – DURATION

The terms of this Agreement shall be effective from January 1, 2024 through December 31, 2026. This Agreement may be modified by mutual consent of the Employer and the Union.

Signed this 14th day of March 2024.

P. [Signature] 3/18/2024

Mayor Date
City of Mount Vernon

[Signature] 3-14-2024

PROTEC 17 Date

Attest:

Approved as to form:

Becky Jensen

City Clerk Date 3-26-24
City of Mount Vernon

[Signature]

City Attorney Date
City of Mount Vernon

Appendix A
City of Mount Vernon
2024 Salary Plan - PROTEC17
4.5% COLA

Occupational Job Families and Job Classes	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Parking Enforcement Officer	15	\$42,609	\$44,313	\$46,086	\$47,929	\$49,846	\$51,840	\$53,913	\$56,070
		\$3,550.72	\$3,692.75	\$3,840.46	\$3,994.07	\$4,153.84	\$4,319.99	\$4,492.79	\$4,672.51
		\$20.4849	\$21.3043	\$22.1565	\$23.0427	\$23.9645	\$24.9230	\$25.9199	\$26.9568
	16	\$44,739	\$46,529	\$48,390	\$50,325	\$52,338	\$54,432	\$56,609	\$58,874
		\$3,728.26	\$3,877.39	\$4,032.48	\$4,193.78	\$4,361.53	\$4,535.99	\$4,717.43	\$4,906.13
		\$21.5092	\$22.3696	\$23.2643	\$24.1949	\$25.1627	\$26.1692	\$27.2160	\$28.3046
	17	\$46,976	\$48,855	\$50,809	\$52,842	\$54,955	\$57,153	\$59,440	\$61,817
		\$3,914.66	\$4,071.26	\$4,234.10	\$4,403.47	\$4,579.61	\$4,762.79	\$4,953.30	\$5,151.43
		\$22.5846	\$23.4880	\$24.4275	\$25.4047	\$26.4208	\$27.4776	\$28.5767	\$29.7198
	18	\$49,325	\$51,298	\$53,350	\$55,484	\$57,703	\$60,011	\$62,412	\$64,908
		\$4,110.40	\$4,274.81	\$4,445.81	\$4,623.64	\$4,808.59	\$5,000.93	\$5,200.97	\$5,409.00
		\$23.7139	\$24.6624	\$25.6489	\$26.6749	\$27.7419	\$28.8515	\$30.0056	\$31.2058
	19	\$51,791	\$53,863	\$56,017	\$58,258	\$60,588	\$63,012	\$65,532	\$68,154
		\$4,315.92	\$4,488.56	\$4,668.10	\$4,854.82	\$5,049.01	\$5,250.98	\$5,461.01	\$5,679.46
		\$24.8996	\$25.8955	\$26.9313	\$28.0086	\$29.1289	\$30.2941	\$31.5058	\$32.7661
	20	\$54,381	\$56,556	\$58,818	\$61,171	\$63,618	\$66,162	\$68,809	\$71,561
		\$4,531.72	\$4,712.98	\$4,901.51	\$5,097.56	\$5,301.46	\$5,513.52	\$5,734.07	\$5,963.43
		\$26.1445	\$27.1903	\$28.2779	\$29.4090	\$30.5854	\$31.8088	\$33.0812	\$34.4044
Permit Technician	21	\$57,100	\$59,384	\$61,759	\$64,229	\$66,798	\$69,470	\$72,249	\$75,139
		\$4,758.30	\$4,948.64	\$5,146.58	\$5,352.45	\$5,566.54	\$5,789.21	\$6,020.77	\$6,261.60
		\$27.4517	\$28.5498	\$29.6918	\$30.8795	\$32.1146	\$33.3993	\$34.7352	\$36.1246
	22	\$59,955	\$62,353	\$64,847	\$67,441	\$70,138	\$72,944	\$75,862	\$78,896
		\$4,996.22	\$5,196.06	\$5,403.90	\$5,620.06	\$5,844.86	\$6,078.66	\$6,321.81	\$6,574.68
		\$28.8243	\$29.9773	\$31.1764	\$32.4234	\$33.7204	\$35.0692	\$36.4720	\$37.9308
Permit Technician, Senior	23	\$62,952	\$65,470	\$68,089	\$70,813	\$73,645	\$76,591	\$79,655	\$82,841
		\$5,246.03	\$5,455.87	\$5,674.10	\$5,901.07	\$6,137.11	\$6,382.60	\$6,637.90	\$6,903.42
		\$30.2655	\$31.4762	\$32.7352	\$34.0447	\$35.4064	\$36.8227	\$38.2956	\$39.8274
Code Compliance Officer	24	\$66,100	\$68,744	\$71,494	\$74,353	\$77,328	\$80,421	\$83,638	\$86,983
		\$5,508.33	\$5,728.66	\$5,957.81	\$6,196.12	\$6,443.97	\$6,701.72	\$6,969.79	\$7,248.59
		\$31.7788	\$33.0500	\$34.3720	\$35.7468	\$37.1768	\$38.6638	\$40.2104	\$41.8188
Building Inspector 1 (created 1/1/2024) Construction Inspector	25	\$69,405	\$72,181	\$75,068	\$78,071	\$81,194	\$84,442	\$87,819	\$91,332
		\$5,783.75	\$6,015.09	\$6,255.70	\$6,505.93	\$6,766.17	\$7,036.81	\$7,318.28	\$7,611.02
		\$33.3678	\$34.7025	\$36.0906	\$37.5342	\$39.0356	\$40.5970	\$42.2209	\$43.9097
Associate Planner	26	\$72,875	\$75,790	\$78,822	\$81,975	\$85,254	\$88,664	\$92,210	\$95,899
		\$6,072.93	\$6,315.85	\$6,568.48	\$6,831.23	\$7,104.47	\$7,388.65	\$7,684.20	\$7,991.56
		\$35.0362	\$36.4376	\$37.8951	\$39.4109	\$40.9874	\$42.6268	\$44.3319	\$46.1052
Building Inspector 2 (created 1/1/2024)	27	\$76,519	\$79,580	\$82,763	\$86,073	\$89,516	\$93,097	\$96,821	\$100,694
		\$6,376.58	\$6,631.64	\$6,896.91	\$7,172.79	\$7,459.70	\$7,758.08	\$8,068.40	\$8,391.14
		\$36.7880	\$38.2595	\$39.7898	\$41.3815	\$43.0367	\$44.7582	\$46.5485	\$48.4104
GIS Specialist	28	\$80,345	\$83,559	\$86,901	\$90,377	\$93,992	\$97,752	\$101,662	\$105,728
		\$6,695.41	\$6,963.22	\$7,241.76	\$7,531.43	\$7,832.68	\$8,145.98	\$8,471.83	\$8,810.70
		\$38.6274	\$40.1724	\$41.7794	\$43.4506	\$45.1886	\$46.9961	\$48.8759	\$50.8310
Senior Planner (Exempt)	29	\$84,362	\$87,737	\$91,246	\$94,896	\$98,692	\$102,640	\$106,745	\$111,015
		\$7,030.17	\$7,311.38	\$7,603.84	\$7,908.00	\$8,224.32	\$8,553.29	\$8,895.42	\$9,251.24
		\$40.5587	\$42.1811	\$43.8683	\$45.6231	\$47.4480	\$49.3459	\$51.3197	\$53.3725
	30	\$88,580	\$92,123	\$95,808	\$99,641	\$103,626	\$107,771	\$112,082	\$116,566
		\$7,381.69	\$7,676.96	\$7,984.03	\$8,303.39	\$8,635.54	\$8,980.95	\$9,340.19	\$9,713.80
		\$42.5867	\$44.2901	\$46.0617	\$47.9042	\$49.8204	\$51.8132	\$53.8857	\$56.0411

Appendix A
City of Mount Vernon
2024 Salary Plan - PROTEC17
4.5% COLA

Occupational Job Families and Job Classes	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
GIS Administrator (Exempt)	31	\$93,009	\$96,730	\$100,599	\$104,623	\$108,808	\$113,160	\$117,686	\$122,394
Principal Planner (Exempt)		\$7,750.78	\$8,060.81	\$8,383.24	\$8,718.57	\$9,067.31	\$9,430.00	\$9,807.20	\$10,199.49
		\$44,7160	\$46,5047	\$48,3649	\$50,2994	\$52,3114	\$54,4038	\$56,5800	\$58,8432
Building Official (Exempt)	32	\$97,660	\$101,566	\$105,629	\$109,854	\$114,248	\$118,818	\$123,571	\$128,514
Engineering Development Review Mgr (Exempt)		\$8,138.31	\$8,463.84	\$8,802.40	\$9,154.49	\$9,520.67	\$9,901.50	\$10,297.57	\$10,709.46
		\$46,9518	\$48,8299	\$50,7831	\$52,8144	\$54,9269	\$57,1240	\$59,4090	\$61,7854

1/1/2024 Plans Examiner / Building Inspector eliminated to create Building Inspector 1 and 2
1/1/2024 Planning Technician position eliminated, Planning Tech reclassified to Permit Tech