2025-2027 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.

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 have the option to become members of the Union within thirty-one (31) days of hire date.

Upon Union's notification by the City of a new hire, the Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

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.

The City shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article. The City and the Union agree that this Article will be interpreted consistent with State and federal law.

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.

Section 3:

The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during their regular work schedule. Individuals on Paid Administrative Leave are not subject to unscheduled overtime or callout shifts. Employees on Paid Administrative Leave will earn their regular rate of pay, plus premiums they would have ordinarily received as part of their shift, such as pre-scheduled overtime and stand-by pay. If on Paid Administrative Leave for more than one week, overtime earned over the past year will be averaged in to the employee's pay while on Paid Administrative Leave.

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 <u>TITLE</u>
05-023	4230	Electrical Inspector
	4150	Building Inspector
	4340	Plumbing/Mechanical Inspector
05-024	4232	Electrical Inspector II
	4152	Building Inspector II
	4342	Plumbing/Mechanical Inspector II
05-026	4160	Lead Inspector
05-025	4170	Chief Inspector

Lead Inspector shall be paid 10% above an Inspector II Chief Inspector shall be paid 20% above an Inspector II

Section 2: 2025 Wage Schedule

Effective January 1, 2025, all employees covered by the Crafts bargaining contract will receive a cost of living adjustment of 100% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, which is 3.8%. The wage schedule shall be:

RANGE NO.	STEP A	STEP B	STEP C
05-023	9425	9802	10196
05-024	10707		
05-026	11778		
05-025	12848		

Effective January 1, 2026, all base wages will receive a COLA adjustment equal to 100% of the CPI_U for June to June for Seattle/Tacoma/Bellevue, with a minimum of 2% and a maximum of 5%.

Effective January 1, 2027, all base wages will receive a COLA adjustment equal to 100% of the CPI_U for June to June for Seattle/Tacoma/Bellevue, with a minimum of 2% and a maximum of 5%. Additionally, all ranges shall receive a 1.0% across the board market adjustment.

Section 3: Auto Progression

Employees are eligible to progress from the Inspector to the Inspector II level based on the employee achieving of qualifications defined in the job description of the classification series, i.e. certification and years of service. Employees must successfully pass probation in each classification and cannot progress to the next classification if currently under a performance improvement plan.

The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the promotion based on their assessment of whether the employee has met all qualifications of the higher classification. The Director shall forward the applicable documentation to the Human Resources Department. The effective date of the classification progression shall be retroactive to the date the department director approved the promotion.

Section 4: Temporary Lead Pay

Employees assigned to temporarily act as a Lead Inspector shall be paid 5% above the Inspector II classification.

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 their 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:

Section 7: Longevity

After completion of 4 years,	1.5% of base wage rate per month
After completion of 8 years,	2.0%
After completion of 12 years,	2.5%
After completion of 16 years,	3.0%
After completion of 20 years,	3.5%
After completion of 24 years,	4.0%
After completion of 28 years,	4.5%

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.

Section 3: Rest Periods

Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours, or major portion thereof, of their working time. With their supervisor's approval, employees may be authorized to take their breaks on an intermittent basis but may not exceed fifteen (15) minutes. An employee who does not receive a rest period will be compensated at the appropriate rate of pay for each missed rest period. Rest periods will generally be taken at job site.

Section 4: Parking

The City agrees to negotiate the impacts of the planned move of bargaining unit employees to the Everett Municipal Building through the labor/management process.

ARTICLE 8 - UNIFORMS and SAFETY SHOES

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, five (5) 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.

Section 5:

Safety boots or shoes will be reimbursed for employee positions on the negotiated approved list up to an annual maximum amount of \$225.00. Safety boots and shoes must be worn in accordance with department policy and procedures. Any changes to the approved list shall be addressed in labor management.

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
Independence Day
Labor Day

Memorial Day
Juneteenth
Veteran's Day

Thanksgiving Day Native American Heritage 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, they 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 their 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 they 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 their 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 October 1st will receive two floating holidays. Employees hired between October 1st and November 30th will receive one floating holiday. Employees hired after November 30th are not eligible for a floating holiday that year.

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 <u>Per Year</u>
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	144 hours
10th through 14th Years	160 hours
15th through 19th Years	184 hours
20th through 24 th Years	200 hours
25 th Year and Beyond	208 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 their retirement/separation. Any employee separating from 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:

Employees will be granted accrued vaca up to a maximum of 240 hours.	ation at such time they	are separated from	City service

ARTICLE 11 - INSURANCE BENEFITS

Section 1:

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). Employees shall have the option of three medical plans. Employees who enroll in Kaiser or the HMA Traditional Plan shall pay ten percent (10%) of the monthly premium. Employees who enroll in the HMA Consumer Driven Healthcare Plan (CDHP) shall pay 0% in 2023 and in 2024 members shall pay 5% of the monthly premium.

Employees that enroll in the CDHP will receive a City paid lump-sum contribution to an HRA/VEBA in the amount of \$1,200 for individual for \$2,400 for family coverage. Changes due to a qualifying event will be pro-rated for the remainder of the year.

Effective January 1, 2024, employees enrolled in the CDHP will receive quarterly contributions in their HRA/VEBA (paid at beginning of each quarter) in the amount of \$300 for individual coverage and \$600 for family coverage. Changes due to a qualifying event will be pro-rated for the remainder of the year.

Annual Whole Health Evaluation:

Employees enrolled in the CDHP will receive a HRA/VEBA contribution in the amount of \$200 for individual and \$200 for spouse or domestic partner upon completion of an Annual Whole Health Evaluation.

Employees enrolled in the traditional PPO Plan will receive a HRA/VEBA contribution in the amount of \$100 upon completion of an Annual Whole Health Evaluation.

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. 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 abovementioned group coverage must sign an authorization card to be kept on file with their payroll records. If they do not wish to participate, the employee must sign a waiver card for their 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

An employee's ability to work regularly and as scheduled is a requirement for continued employment. 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:

Employees shall accrue eight (8) hours of sick leave per month, and in no instance shall an employee receive less than one hour of paid sick leave for every 40 hours worked in accordance with state law. Employees that have reached their maximum accrual of 960 hours will continue to accrue 1 hour of sick leave for every 40 hours worked. Employees at year end shall be allowed to carry over a maximum of 960 hours (1000 in 2023). The Maximum cash-out at separation of employment shall not exceed twenty (20%) of 960 hours.

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:

An employee shall be eligible to receive sick leave with pay for personal illness, injury or preapproved medical, dental, or vision appointments of the employee or physical incapacity to such an extent as thereby to be rendered unable to perform the duties of their position. Sick leave may also be used for eligible dependents and family members in accordance with City Policy and State and Federal law. An employee that needs to use sick leave shall inform their department head or their designee, or cause the department head to be informed forthwith, that they is unable to report for duty and the reasons therefore as soon as the need is foreseeable.

Section 4: Physician's Certification

Sick leave with pay for a period of four (4) days or more requires 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 restriction. An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources.

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 their designee, days off may be charged against the vacation to which they 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 guits 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 their vacation has commenced, vacation time will be deducted. However, if the employee notifies the Department Head or their 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, they 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:

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 twenty (20%) 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 their 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 their normal salary for the hours lost from their 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 their 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 their 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 their 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 their 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 2025 and shall remain in full force and effect through the last day of December 2027. 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.

	date as of last signature below
In witness whereof, the parties hereto have	e set their hands on the^_ day of^_, 2025.
CITY OF EVERETT	CRAFTS UNION REPRESENTATIVES United Association, UA Local 26 Todd F. Taylor
CASSIE FRANKLIN, Mayor 06/10/2025	Todd F. Taylor 06/04/2025
Date	Date
ATTEST annigh God	IBEW, Local Union 191 Randy Curry Randy Curry 06/09/2025
OFFICE OF THE CITY CLERK	Date
	Western States Regional Council of Carpenters
	Antonio Acosta
	Antonio Acosta 06/10/2025
	Date

APPROVED AS TO FORM

CRAFTS CBA_SD

Final Audit Report 2025-06-10

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By: Ashleigh Scott (AScott@everettwa.gov)

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Document emailed to todd@us26.org for signature 2025-05-19 - 3:57:24 PM GMT

Email sent to todd@us26.org bounced and could not be delivered 2025-05-24 - 4:55:02 PM GMT

Email sent to todd@us26.org bounced and could not be delivered 2025-05-27 - 3:15:02 AM GMT

Ashleigh Scott (AScott@everettwa.gov) replaced signer todd@us26.org with todd@ua26.org 2025-05-27 - 6:49:10 PM GMT

Document emailed to todd@ua26.org for signature 2025-05-27 - 6:49:11 PM GMT

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- Signer todd@ua26.org entered name at signing as Todd F. Taylor 2025-06-04 10:06:22 PM GMT
- Document e-signed by Todd F. Taylor (todd@ua26.org)
 Signature Date: 2025-06-04 10:06:25 PM GMT Time Source: server
- Document emailed to Randy Curry (randy.curry@ibew191.com) for signature 2025-06-04 10:06:27 PM GMT
- Email viewed by Randy Curry (randy.curry@ibew191.com) 2025-06-04 10:52:00 PM GMT
- Document e-signed by Randy Curry (randy.curry@ibew191.com)
 Signature Date: 2025-06-09 10:45:59 PM GMT Time Source: server
- Document emailed to aacosta@wscarpenters.org for signature 2025-06-09 10:46:01 PM GMT
- Email viewed by aacosta@wscarpenters.org
- Signer aacosta@wscarpenters.org entered name at signing as Antonio Acosta 2025-06-10 5:55:22 PM GMT
- Document e-signed by Antonio Acosta (aacosta@wscarpenters.org)
 Signature Date: 2025-06-10 5:55:24 PM GMT Time Source: server
- Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval 2025-06-10 5:55:26 PM GMT
- Email viewed by Tim Benedict (TBenedict@everettwa.gov) 2025-06-10 5:57:06 PM GMT
- Document approved by Tim Benedict (TBenedict@everettwa.gov)

 Approval Date: 2025-06-10 5:57:57 PM GMT Time Source: server
- Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature 2025-06-10 5:58:00 PM GMT
- Email viewed by Cassie Franklin (cfranklin@everettwa.gov) 2025-06-10 6:33:48 PM GMT
- Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
 Signature Date: 2025-06-10 6:34:05 PM GMT Time Source: server
- Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature 2025-06-10 6:34:07 PM GMT



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