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**AGREEMENT**

**by and between**

**CITY OF LYNNWOOD**

**and**

**LOCAL 3035, COUNCIL 2**

**WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES  
AFSCME / AFL-CIO**

**CLERICAL/TECHNICAL/PROFESSIONAL**

**January 1, 2014 – December 31, 2016**

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## ARTICLE 1 PREAMBLE

This agreement is entered into by the City of Lynnwood, Washington, hereinafter referred to as "Employer" and Local 3035 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

This Agreement has been reached through a process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

## ARTICLE 2 DEFINITIONS

2.1 The Employer and the Union will share equally in the responsibility of applying the provisions of this agreement, provided that this responsibility shall be limited to those matters under the Union's influence and control.

2.2 Definitions:

- A. Temporary/Seasonal/Casual: An employee who works for a fixed period not to exceed six (6) consecutive months each calendar year, due to seasonal and/or temporary workload needs. Such employees are not covered by this labor agreement and fall under the provisions of the City Personnel Policy.
- B. Regular Full-Time Employee: An Employee who has satisfactorily completed the probationary period and who occupies a year-round position regularly scheduled to work a minimum of two thousand eighty (2,080) hours or more per calendar year.
- C. Regular Part-Time Employee: An employee who has satisfactorily completed the probationary period and is assigned to a budgeted position of .5 FTE or greater, but less than 1 FTE and is regularly scheduled to work a minimum of 20 hours per week on a year-round basis.
- D. Non-Contract, Part-Time Employee: An employee who occupies any position which is regularly scheduled to work less than one thousand forty (1,040) hours or less on an annual basis. Such employees are not covered by this labor agreement.
- E. Limited-Term Employee: Limited term appointments are made for a defined period of time based on projects or funding that is limited in duration. At the conclusion of the defined period, the Employer may extend the position for an additional period of time. Limited-term employees are considered regular employees and are subject to all provisions of the contract except limited-term employees may be

terminated at the conclusion of their term and can be bumped during a layoff situation, but have no bumping/layoff/recall rights under the Layoff and Recall Article, Article 21.

- F. Probationary Period: An employee shall be on probation during the first twelve (12) months of employment and/or during the first six (6) months in a promotional position. All regular part-time employees shall serve a twelve (12) month probationary period. A probationary employee is covered by all Articles of this Agreement, but is subject to being terminated without just cause and without any recourse whatsoever during the probationary period.

### **ARTICLE 3 RECOGNITION**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, fringe benefits, and working conditions for employees of the City within this bargaining unit. This unit shall be referred to as the "General Employees Unit." City employees who are excluded from the bargaining unit are:

- A. Temporary, seasonal, casual;
- B. Non-contract, part-time employees;
- C. Employees certified to another bargaining unit;
- D. Supervisory and confidential employees;
- E. Others as mutually determined by the parties;
- F. Elected officials and their appointed staff designated as unclassified service per RCW 41.50.030(2).

3.2 The Employer will notify the Union regarding newly created or substantially modified classifications to provide the opportunity to comment on inclusion/exclusion from the unit. If parties cannot resolve the question of inclusion/exclusion, the matter shall be presented to the Public Employment Relations Commission (PERC) for determination through the unit clarification process.

3.3 Disputes Concerning Compensation (Wages Only) for New Classifications: If a classification is allocated to the bargaining unit, the parties will engage in negotiations regarding the compensation (wages only) for the classification. If the parties are unable to mutually agree on the compensation (wages only) for the classification, such dispute shall be resolved pursuant to the provisions of section 15.6, subsection B, paragraphs 1 through 4.

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 It is understood that the Employer retains its rights to manage personnel and operate its departments except as may be limited by an express provision of this Agreement. The Union agrees that the Employer's core management rights include, but are not limited to, the following matters:

- A. The right to establish verbal and/or written work rules, regulations, policies, and procedures, as well as to modify, verbally or in writing, work rules, regulations, policies and procedures. The Employer will notify the affected employees of the changes ten (10) calendar days prior to the effective date;
- B. The right to schedule any and all work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer;
- C. The right to hire, fill or not fill vacancies, transfer, and promote employees, as deemed necessary by the Employer;
- D. The right to discipline, suspend without pay, demote and terminate an employee for just cause;
- E. The right to make any and all determinations as to the size and composition of the work force;
- F. The right to make any and all assignments of employees to work locations and shifts;
- G. The right to establish qualifications and to design the content of each job description and add new sections;
- H. The right to establish work and performance standards and to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees;
- I. Other duties assigned that are closely related to the job description will nevertheless be performed by the employee when requested by the Employer;
- J. The right to implement new and/or different work procedures for efficient and productive services to the public. Prior notice will be provided to the affected employees;
- K. The right to take any and all types of actions as may be determined by management to be necessary in the event of emergencies. The Employer shall determine whether or not an emergency exists, using the definition of Article 13.2B;
- L. The right to determine the budget at all times;
- M. The Employer has the right to introduce any and all new, improved and automated methods and/or equipment to improve efficiency and to reduce costs;
- N. The Employer has the right to plan, direct, control and determine all operations and services, as well as to close or liquidate an office, branch,

- operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities;
- O. The right to determine the services to be transacted;
  - P. The right to determine the equipment to be used for any and all services;
  - Q. The right to fix the standards of work to be performed;
  - R. The right to lay off employees for lack of work, lack of funds, reorganization and/or change of City services by classification when the Employer determines such action to be necessary.

4.2 Nothing in this Agreement shall be interpreted to limit or restrict the Employer's rights, obligations, and methodologies of providing services to the public.

4.3 If the Employer seeks to make changes to mandatory subjects of bargaining that are not waived by the management rights in this article or addressed in the labor agreement, the Employer and Union recognize the mutual duty to bargain.

4.4 The provisions of this Article are not subject to the grievance procedure but the parties recognize that matters of disagreement regarding the duty to bargain are covered by RCW 41.56 and both parties have the right to adjudicate the disagreement through the Public Employment Relations Commission.

## **ARTICLE 5 UNION SECURITY, REPRESENTATION AND BUSINESS**

5.1 Rights of Bargaining Unit Employees: Subject to the provisions of this Article and in compliance with Federal and State Law, it shall be a condition of employment that all employees of the Employer covered by this Agreement shall become and remain members of the Union in good standing. There shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

5.2 Union Security and Check-Off:

A. Deduction of Union Dues:

1. Amount Deducted Each Payroll Period: Upon receipt of written authorization of the employee, the City agrees to deduct each month all dues and fees levied by the Union from the pay of employees covered by this Agreement, within thirty (30) days of initial permanent appointment to a bargaining unit position. The Employer shall discharge any employee as to whom the Union, through its authorized representative, delivers to the employer a written notice that such employee is not in good standing. The Union shall indemnify and hold harmless the Employer from any and all claims, lawsuits, or grievances arising from a terminated employee who failed to pay the required dues or fees.

B. Union Dues: Monthly Union membership dues.

1. Authorization and Certification of Dues: The amount to be deducted for dues and fees shall be certified in writing to the Human Resources Director by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the Human Resources Director in writing by the Union President or their designee, within ten (10) working days after it is withheld or by such time as the parties mutually agree in writing.
2. Religious Objections to Payment of Dues: The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body (per RCW 41.56.122(1)), and of which such employee is a member. Any such employee shall pay an amount equal to regular union dues through the Union to a non-religious charity mutually agreed upon by the employee making such payment and the Union. The employee will make payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.
3. Appointment to Excluded Positions: Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.
4. Listing of New and Terminated Employees: The City agrees to furnish the Union:
  - a. By the 10<sup>th</sup> of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, work location, and mailing address.
  - b. By March 1<sup>st</sup> and September 1<sup>st</sup> of each year, a listing of bargaining unit members, their department/section, classification, base pay, birthday, fulltime/part-time status and number of scheduled hours, city seniority date, classification seniority date and mailing address.
  - c. By March 1<sup>st</sup> and September 1<sup>st</sup> of each year, a listing of all Non-represented employees, their classification and department.
5. People Committee Deductions: To the extent allowable by law, employees may authorize payroll deductions for the People Committee by submitting the form provided by the Union to Payroll. The City agrees to provide the Union by the 10<sup>th</sup> of each of month a listing of employees that are making PEOPLE contributions and amount deducted per employee. The Union will reimburse the City

for any expense incurred by the City in maintaining the People Deduction.

6. Defense and Indemnification of the City: The Union agrees that it will indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this Article is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

5.3 Union Representation:

A. Contract Negotiations:

1. The Union's negotiating team shall consist of a chief spokesperson from the Union organization and no more than four (4) employees from the bargaining unit from separate divisions. City employees participating in such negotiations will be allowed to do so without loss of pay if negotiations are scheduled during said employees' regularly scheduled work time. If negotiations go beyond the regularly scheduled work time or if negotiations are scheduled after regularly scheduled work time, then the employees shall be on their own time not paid by the City.
2. Prior to negotiations, representatives of the Employer's and the Union's negotiating teams will jointly establish and will follow negotiation ground rules/protocols.

B. Labor-Management Committee:

1. The parties agree to jointly maintain and support a Labor/Management Committee with the aim of promoting communication and understanding between labor and management on issues of mutual concern, and discussing possible solutions to mutual problems affecting labor/management relations.
2. The committee will have six (6) members; three (3) appointed by the City and three (3) appointed by the union.
3. The committee will meet at the request of either party to discuss issues of mutual concern. The committee members will set the guidelines for the committee's operations.
  - a. Such meetings shall normally occur during normal working hours, and the parties agree to schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay if such meeting is scheduled during work time, but will not receive pay if scheduled during non-work time.

- b. Matters to be discussed shall not include matters relating to grievances or other matters pending in any other legal proceedings, inclusive of Unfair Labor Practices (ULPs), administrative law matters and/or court actions.
- C. Communication with Bargaining Unit Members:
  - 1. Bulletin Boards: The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting. Such postings shall not address grievances or positions being taken in negotiations, or advocate political positions, promote organizing new units, or address matters pending in any legal proceedings.
  - 2. Use of City Computers for E-Mail and Internet Connections Related to Union Business: Use of City computers for e-mail and internet connections is allowed subject to the following:
    - a. When such use is *de minimis* and incidental, such as arranging a meeting with a fellow shop steward or the Council 2 Representative.
    - b. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances.
    - c. The uses cited in subsections a and b above may continue only to the extent that they are at *de minimis* cost to the Employer, and are contingent on the continued use of the City computers, internet connection, intranet connection, etc. for other Employer purposes. The content of any and all communications using the Employer computer system is not privileged and may be subject to Employer review.
- D. Union Business Leave for Mutually Agreed City/Union Joint Functions Shall be Considered City Paid Time: Such functions shall include negotiations and joint City/Union committees such as Labor Management Committees, duties as a steward as defined in this agreement, and any other joint City/Union business. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regular scheduled working hours.
- E. Other Union Business: Union representatives may be allowed limited time away from their duty stations during regular hours of work without loss of pay when attending meetings with the Employer or when investigating grievances or complaints provided that this time does not interfere with the productivity and efficiency of services to the public. The Union will endeavor to have a sufficient number of shop stewards or union representatives to minimize any interference with normal activity and efficiency of services to the public. The Union representative, shall not leave their assigned work

station without approval from their immediate supervisor. Such approval shall not be unreasonably withheld.

The Union shall advise the Employer, in writing, of the names of the authorized shop stewards or Union representatives for City locations.

Any concerns by the Employer about the shop steward and/or union representative spending too much time addressing the above matters shall be referred to the Human Resources Director or designee for discussion and resolution with the Staff Representative of the Union or their designee.

- F. Union Paid Time for Union Activity: A bargaining unit member selected by the Union to participate in a Union activity outside of City business may be granted unpaid leave to attend such activity, subject to advance prior employer approval. All expenses and compensation shall be borne by the Union.
- G. Visits by Union Representatives: Subject to prior approval by the Employer, accredited representatives of the Union shall have reasonable access to City facilities for purposes of conducting union business. Accredited representatives of the Union shall not disrupt the normal operation of any department. All other Union business not mutually agreed to or not specifically covered in this labor agreement shall be conducted during employees' non-duty hours.
- H. City Property: Subject to prior approval by the Employer, the Employer may allow the Union to meet on City Property, provided there is no disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).

## **ARTICLE 6 NO STRIKE OR LOCKOUT**

6.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge to avoid or eliminate any conduct contrary to this objective. Specifically, the Union and employees shall not cause, condone or participate in any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with City functions by employees under this Agreement; and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

6.2 The Employer agrees that it shall not initiate a lockout of bargaining unit employees.

**ARTICLE 7  
HOLIDAYS**

7.1 The following holidays shall be recognized as follows:

HOLIDAY	DATE TO BE OBSERVED
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
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One Floating Holiday	At Employee's choice with Department Head approval

- A. All regular full-time employees' holiday pay will be paid at eight (8) hours. All regular part-time employees' holiday pay shall be based on their full-time equivalency. Regular part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their holiday leave entitlement (for example, a thirty (30) hour per week employee shall have no more than six (6) hours of holiday leave).
- B. During the week of a holiday, the City may permit employees an opportunity for modification of their work schedule in order to receive a normal paycheck. If employees are offered an opportunity for a modified work schedule for the week of a holiday and elect not to change from the normal work schedule, or when work units are not able to permit a modified work schedule due to operational needs, or when the work place is closed on that date, at the employee's option, employees may use vacation time or other earned leave, excluding sick leave, to supplement the holiday pay in order to receive a normal paycheck or receive a short paycheck for the pay period including the holiday.
- C. Employees working other than five (5) eight (8)-hour days will be able to adjust their work schedule to accommodate the eight (8) hour holiday in a manner mutually agreed upon with their department head.

7.2 A full-time employee required to work an observed holiday shall be paid at the holiday rate, which is defined as time and one-half of their straight time rate of pay, plus eight (8) hours at their straight time rate of pay. If the employee is required to work both

the actual holiday and the observed holiday, the employee will be compensated at the holiday rate for the actual holiday and not for the observed holiday.

Regular part-time employees who are required to work an assigned holiday shall take the prorata time off in lieu of the holiday. The time must be taken during the same calendar year or entitlement to the time will be lost.

7.3 If a paid holiday falls during an employee's scheduled vacation, the holiday will not be counted as vacation taken. If any holiday, with the exception of the non-cumulative personal holiday, falls on a Saturday, the preceding Friday shall be the observed holiday. If the holiday falls on a Sunday, the following Monday shall be the observed holiday with the exception of December 24<sup>th</sup>. When December 24<sup>th</sup> falls on a Sunday, it will be observed on the following Tuesday. When December 24<sup>th</sup> falls on a Friday, it will be observed on Thursday.

7.4 An employee shall be eligible for Floating Holidays upon completion of six (6) months continuous employment. The holiday shall be taken at a time approved by the employee's Supervisor.

7.5 Holiday Pay:

To be eligible for holiday pay, regular employees must be in pay status both on the employee's scheduled workday before and on the employee's scheduled workday after the observed holiday worked.

7.6 Holiday During Leave: If an employee is on an authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

## **ARTICLE 8 VACATION LEAVE**

8.1 Vacation Leave:

- A. Accrual: Regular full-time and regular part-time employees accrue paid vacation time depending on their length of service with the City and the number of hours they are allocated to work per week. Beginning from the first day of regular employment, employees shall be eligible to accrue vacation leave in accordance with the accrual rates shown in column two of the "Table of Vacation Accrual Rates" in section 8.2 below, and accrual balances shall be shown on the employee's check stub.
- B. Maximum Vacation Accrual: Each full-time employee shall be entitled to accumulate and carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Any accumulated vacation time in excess of the two (2) year period on January 1<sup>st</sup> shall be forfeited. However, if an employee has vacation time that would exceed the accrual amounts and has been denied the opportunity

to use vacation time due to work requirements, the Department Head may allow the use of the excess accumulated time by June 30<sup>th</sup>.

8.2 Table of Vacation Accrual Rates:

Vacation Time Accrual	
From Date of Hire	Hours Per Year
First six (6) months	Vacation accrual vests after six (6) months, no vacation can be taken until after six (6) months
Year one (1)	Ninety six (96) hours (includes the forty eight (48) hours accrued during the first six (6) months)
Year five (5)	One hundred twenty eight (128) hours
Year ten (10)	One hundred fifty two (152) hours
Year fifteen (15)	One hundred seventy six (176) hours
Year twenty (20)	Two Hundred (200) hours

8.3. Charging: Vacation time may be taken in a minimum of fifteen (15) minute increments.

8.4 Payoff Upon Termination of Employment: Employees will be compensated at their regular rate of pay for vested vacation leave time earned but not taken prior to the effective date of the termination. In case of an employee's death, unused vested vacation leave shall be paid to the employee's heirs at the deceased employee's regular rate of pay.

8.5 Use and Scheduling of Accrued Vacation: Employees are encouraged to schedule their vacations as early as possible for the coming year. Employees will be allowed to take vacation time with prior approval of the Department Director or designee. The Department Director will resolve vacation scheduling disputes, taking seniority into consideration and vacations shall be scheduled at times that do not cause unreasonable interference with operations while taking into account the desires of the employee.

8.6 Pro-Rated Employees Vacation: Vacation accrual rates for regular employees who work fewer than forty (40) hours during the week will be pro-rated on an hourly accrual basis for hours compensated during the pay period.

**ARTICLE 9**  
**SICK LEAVE, FITNESS FOR DUTY, AND DISABILITY INSURANCE**

9.1 Paid Sick Leave:

- A. Definition and Allowable Use: Sick leave is a leave of absence with pay which may be used by the employee for the following covered conditions:
1. Personal illness or physical disability (including maternity disability).
  2. Quarantine by a physician.
  3. For keeping medical, dental or optical appointments.
  4. To care for a "child" (as defined as child, legal ward or a child of a person standing *in loco parentis*) of the employee with a health condition requiring treatment or supervision.
  5. To care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or emergency condition.
  6. To care for other family members who reside permanently in the employee's immediate household who have a serious health condition or emergency condition.
  7. Sick leave for the care of other individuals with "family like" relationships may be considered by the Employer on a case-by-case non-precedent basis.
  8. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (*i.e.*, an overnight stay) in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care, or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (*i.e.*, inability to work, attend school or perform other regular daily activities).
- B.1 Parental Leave-FMLA: In the event two (2) parents of a child are employed by the City, the amount of leave taken to care for the child by either parent under the Family and Medical Leave Act (FMLA) will not affect the amount of FMLA leave available to the other employee, except that the City may refuse to allow both the employees to be gone at the same time.
- B.2 New Parent Leave-Non-FMLA: New Parent Leave-Non-FMLA: New Parent leave is intended for employees who do not qualify for any other leave that permits them to take a leave of absence when they become a new parent to attend to the needs of their family. Such employees may take up to five working days of vacation, sick leave, or compensatory time, at their choice, to attend to their family when a daughter or son first comes into their care. Unpaid leave is not permitted unless the employee does

not have any vacation, sick leave or compensatory time in their paid leave banks.

- C. Occupationally Related Conditions: Use of sick leave for occupationally related conditions is limited to the provisions of Article 12 – Workers Compensation.
- D. Accrual: Paid sick leave will accrue at the rate of eight (8) hours per month for each regular, full-time employee of the City. Regular part-time employees will accrue at a pro-rated rate, based on the above formula. Sick leave may be accrued on an unlimited basis.
- E. Reporting of Sick Leave: An employee having reason to use sick leave for other than an immediate illness shall whenever possible inform the person designated by the Department Head of the fact and reason for the need for the use of sick leave in advance of the date of usage and as soon as possible after the employee becomes aware of the circumstances justifying the use of sick leave. An employee on sick leave who is unable due to circumstances beyond their control to give the Employer advance notice shall at first opportunity inform their Supervisor or designee of the fact and the reason therefore as soon as possible. The Employer may require medical verification of absence due to any non-FMLA covered illness or injury under the following conditions:
  - 1. The employee has been absent for more than three (3) consecutive work days; or
  - 2. The employee has exhausted all sick leave; or
  - 3. The Employer reasonably believes that the absence may not be bona fide.
- F. Long Term Disability: Regular full-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.
- G. Sick Leave Cash Out: Upon termination of employment, except if termination is based on disciplinary action, unused sick leave may be converted to pay on the following basis:
  - 1. Voluntary Termination: Up to a maximum of seven hundred twenty (720) hours of unused sick leave, an employee will receive one (1) hour of pay for each five (5) hours of sick leave.
  - 2. Termination By Layoff: Up to a maximum of seven hundred twenty (720) hours of unused sick leave, an employee will receive one (1) hour of pay for each three (3) hours of sick leave.
  - 3. Retirement Under PERS or in the Event of Death of Current Employee: Up to a maximum of one hundred ninety two (192) hours of unused sick leave, an employee will receive one (1) hour of pay for each hour of sick leave. Up to a maximum balance of five hundred twenty eight (528) hours of unused sick leave, an employee will receive one (1) hour of pay for each three (3) hours of sick leave.

Employees who have not yet completed their orientation and/or probationary periods will not be eligible for sick leave pay out.

- H. Fitness for Duty: The parties recognize that employees have the responsibility to report to work fit for duty.
  - 1. Before returning to work following a physical and/or mental impairment, the employee may be required to provide to the Employer a complete certification from a medical and/or psychological provider on a City provided form, detailing his or her fitness to perform the specific duties of his or her job or light duty alternative.
  - 2. Whenever the Employer has just cause to believe that the employee is not fit for duty or may be a danger to themselves or others, the Employer has the right to send employees for medical and/or psychological examination(s) at the City's expense for additional certification of fitness for duty.
- I. Time Charging for Sick Leave: Sick leave shall be charged in fifteen (15) minute increments.
- J. Approval of Leaves: The use of sick leave, vacation leave, floating holiday, compensatory time, and leave without pay is subject to approval by Management according to the provisions of this agreement.
- K. Sequencing of Leaves: Unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

## 9.2 Shared Leave:

- A. A Department Director, with the Mayor's approval, may permit an employee to receive shared leave at no additional cost to the City other than the administrative costs of administering the program under this section if:
  - 1. The employee:
    - a. Has been called to active duty (not including regular summer duty) to serve in the Armed Forces; or
    - b. Suffers, or has an immediate family member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or to terminate his or her employment with the City.
  - 2. In cases of employee illness, the employee has depleted or will shortly deplete his or her total of accrued vacation, sick leave, compensatory time, holiday time and/or other paid leave.
  - 3. Prior to the use of shared leave, the employee has abided by the City's sick leave policy.
  - 4. In cases of employee illness, the employee has diligently pursued and is found to be ineligible for state industrial insurance benefits.
  - 5. The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in

the administration of this program or which would otherwise be incurred by the employee's Department.

- B. The Department Director, with the concurrence of the Mayor, shall determine the amount of shared leave, if any, which an employee may receive under this section. The employee shall be required to provide appropriate military orders of activation or medical justification and documentation both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the condition. An employee shall not receive more than a total of one thousand forty (1,040) hours of shared leave throughout the employee's employment. To the extent possible, shared leave should be used on a consecutive basis.
- C. Employees may request their Department Director to approve the transfer of a specified amount of accrued vacation leave to an employee who is authorized to receive shared leave as provided herein. In order to be eligible to donate vacation leave, an employee must have a total of more than eighty (80) hours of accrued vacation leave, have taken at least eighty (80) hours of vacation leave within the calendar year, or have a total of accrued and used vacation leave of greater than eighty (80) hours. The Department Director shall not transfer vacation leave in excess of the amount specified in the request. All donations of leave shall be voluntary. The Department Director shall determine that no significant increase in City costs will occur as a result of a donation of leave.
- D. Leave may be transferred from an employee(s) from one Department to an employee of the same or, with the concurrence of both Department Directors, to an employee of another Department.
- E. While an employee is on shared leave, he or she will continue to be classified as a City employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation leave.
  - 1. All salary benefit payments made to the employee on a shared leave shall be made by the Department employing the person using the shared leave.
  - 2. The employee's salary rate shall not change as a result of being on shared leave, nor under any circumstances shall the total of the employee's salary and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payments by the City to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he or she been in a regular pay status.

9.3 Sick Leave Incentive: Employees who use ten (10) hours or less sick leave during the first half or second half of a calendar year may opt to receive eight (8) hours pay on the second pay period in July and January respectively and have eight (8) hours of sick leave accruals deducted from their earned sick leave. The Employer shall notify eligible employees in a timely manner.

## ARTICLE 10 OTHER LEAVES

10.1 In General: Leaves of absence requests under this Article may be approved, provided each instance will be evaluated on its own merits and does not constitute a precedent. Denial of such requests shall not be arbitrary or capricious. All leaves are to be requested in writing as far in advance as possible. As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave except as otherwise provided in this Article. Leave without pay (LWOP) of more than thirty (30) calendar days is subject to both Department Director and Mayor approval.

10.2 Jury Duty/Court: Regular full-time and regular part-time employees who are required to be absent from work on a regularly scheduled work day in order to serve as a witness on behalf of the Employer, a juror, or report to juror examinations, will be granted time off with regular pay.

- A. The employee will be required to sign over to the City any jury or witness service earnings received, within the guidelines listed below:
  - 1. Travel and parking allowances will not be considered as part of the juror's fees or witness' fees.
  - 2. The amount of the juror's fees or witness' fees signed over must not exceed the amount paid by the City for absence.
  - 3. Employees are expected to report the receipt of any juror or witness summons immediately. Any employee who has not given prior notice and received approval forfeits any City compensation.
- B. Employees will be expected to report to work the balance of those days they are excused or not selected.

10.3 Military Leave:

- A. For those employees serving in the armed forces, military reserves, or the National Guard who are required to be absent from work to fulfill their obligations, paid military leave will be granted to a maximum of twenty-one (21) working days each calendar year.
- B. Military leave for other than the twenty-one (21) working days period may be granted in accordance with applicable federal and state laws.
- C. The application for leave must be made as early as notification is given and must include an attached copy of the military orders mandating duty.
- D. Conflicts in schedules between the Employer and military weekend or evening drills will be coordinated by the employee, working closely with his/her supervisor.
- E. The Employer will grant all re-employment rights, to include seniority and longevity as required by law.

10.4 Bereavement:

- 1. For the purposes of Bereavement Leave, 'immediate family' shall be defined as the spouse, state-registered domestic partner, children, children of spouse or state-registered domestic partner, parents, siblings, grandparents,

- grandchildren, or parents, siblings, grandparents or grandchildren of spouse or registered domestic partner.
2. An employee who has a member of his 'immediate family' taken by death shall receive up to three (3) work days off with pay as bereavement leave.
  3. An employee may, in addition to 2 above, use up to three (3) work days of sick leave for travel or other bereavement related purposes.
  4. An employee serving as an executor or similar function for a relationship not set forth in 10.4.1 may use up to five (5) days of sick leave.

10.5 Accrual of Benefits While on Unpaid Leave: An employee in leave without pay status will cease to earn sick leave, vacation leave, seniority, and City paid health benefits (except as otherwise provided under FMLA) when leave extends beyond a thirty (30) calendar day period of time.

10.6 Inclement Weather: All employees are expected to report to work during their normally scheduled work hours and days unless notified by their Supervisor. Employees who do not report to work or who leave early because of weather or natural disaster conditions may charge the time missed first as vacation or floating holiday hours. If there are no remaining vacation or floating holiday hours, the time missed will be treated as leave without pay. Employees wishing to leave early due to extreme weather conditions or other emergency circumstances, may do so only if prior approval is issued by the Supervisor.

- A. Employees are expected to contact their Department Directors or their designee to indicate potential requested absences from work or late arrivals to work and the reason for such absence or lateness.
- B. Should conditions prevail where the Mayor advises employees not to report to work or to leave early due to inclement weather, loss of power or natural disaster, such time off will be considered paid time off and will not be charged to accrued vacation or floating holiday leave. At the request of the Mayor or designee, non-exempt employees who remain at work shall be paid at time and ½ for actual hours worked. Employees who have not been requested by the Mayor or designee to continue to work and who choose to remain at work shall be paid their normal pay.
- C. The provisions of this policy do not apply to employees already on scheduled time off or on sick leave status. In such cases, the leave already previously designated will remain applicable.

**ARTICLE 11  
HEALTH & WELFARE**

11.1 Health and Welfare Benefits:

- A. Regular Full-Time Employees: The Employer shall provide for the term of the agreement:
1. One hundred percent (100%) of the premium for employee coverage on the Association of Washington Cities (AWC) Regence Healthfirst Plan or the AWC Group Health \$10 copay plan and for the AWC Washington Dental Service Plan F or Willamette Dental Service, AWC basic life (including dependent coverage), Vision Service Plan, AWC Long Term Disability Insurance Plan Option 1 and the Employee Assistance Program.
  2. Ninety percent (90%) of the premium for dependent coverage on the AWC Regence Healthfirst Plan or the AWC Group Health \$10 copay plan, and for the AWC Washington Dental Service Plan F or Willamette Dental Service. Ten percent (10%) of the premium for dependent coverage will be paid by employees by payroll deduction.
  3. Employees may enroll their spouses and dependents at their own expense to receive coverage under the Vision Service Plan. Vision insurance no longer includes reimbursement of deductibles for dependents.
- B. Regular Part-Time Employees: Regular part time benefits shall be provided to Union members on the same basis as Lynnwood Municipal Code 2.49.060 A, B and C effective July 1, 2009.
1. One hundred percent (100%) of the premium for employee coverage on the Association of Washington Cities (AWC) Regence Healthfirst Plan or the AWC Group Health \$10 copay plan, and for the AWC Washington Dental Service Plan F or Willamette Dental Service, Vision Service Plan and the Employee Assistance Program.
  2. Ninety percent (90%) of the premium for dependent coverage on the AWC Regence Healthfirst Plan or the AWC Group Health \$10 copay plan, and for the AWC Washington Dental Service Plan F or the Willamette Dental Service, Vision Service Plan and the Employee Assistance Program. Ten percent (10%) of the premium for dependent coverage will be paid by employees by payroll deduction.
  3. Employees may enroll their spouses and dependents at their own expense to receive coverage under the Vision Service Plan. Vision insurance no longer includes reimbursement of deductibles for dependents.
  4. Prorated leave benefits.

5. Regular part time employees do not receive life insurance or long-term disability insurance.

11.2 Section 125 Plan, Flexible Spending Account: The Employer currently participates in a flexible spending account program under the provisions of Internal Revenue Service (IRS) Section 125. Employees may elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer shall make no contribution and makes no assurance of ongoing participation in such program. The Employer assumes no liability for claims or benefits under this program.

11.3 Retirement: The Employer agrees to continue to participate in Washington Public Employees Retirement System (PERS).

11.4 Deferred Compensation: The Employer agrees to make available a Deferred Compensation Program to which employees may contribute. The Employer shall make no contribution to the plan and makes no assurance of ongoing participation in such program. The Employer assumes no liability for claims or benefits under this program.

11.5 Employees may access other voluntary benefits available on a self-pay basis such as long term care or additional life insurance.

11.6 Modification of Benefits: If there is a need to modify benefits, coverage's and/or premiums as determined by the insurer or the AWC Benefits Trust Board or a successor provider, those modifications to benefits, coverage's and/or premiums shall be implemented in accordance with the timeline directed by the insurer or the AWC Benefits Trust Board or a successor provider, without any negotiations.

11.7 Indemnification and Hold Harmless: The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted by an employee and/or the Union against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

11.8 Disputes Regarding Benefits Levels: Disputes regarding benefit levels, premium structures, insurance claims and/or coverages are between the insurance company and the employee and are not grievable by the Union and/or employee.

**ARTICLE 12  
WORKERS' COMPENSATION**

12.1 Coverage: All members of the bargaining unit will be provided coverage as required by State Worker's Compensation.

12.2 Seniority:

- A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority except as provided in section 10.5 – Accrual of Benefits While on Unpaid Leave.
- B. If an employee is transferred to another classification within the bargaining unit because of a compensable injury, his or her seniority shall be governed in accordance with Article 21 – Layoff and Recall and by applicable state statutes related to re-employment and non-discrimination.

12.3 Probationary Employees: If an employee sustains an injury during his or her probationary period, the probationary period may be extended by written agreement of the Union, the employee, and the City.

12.4 Benefits:

- A. To ensure that the employee receives prompt and regular payment during periods of industrial injury or occupational illness, the employee will be placed on paid sick leave as long as accrued sick leave is available. If the employee has exhausted his/her sick leave, he/she will be placed on unpaid leave of absence or may elect to use accrued vacation or floating holiday leave.
- B. When an employee receives Workers' Compensation benefits, he/she is required to repay to the Employer, the amount of time loss covered by Workers' Compensation and previously advanced by the Employer. To meet this requirement, the employee is required to sign over his/her time loss payments from the Department of Labor and Industries. The Employer will then "buy back" a proportionate amount of sick leave used during the period of absence. The Employer does not buy back vacation or floating holiday leave, consistent with Department of Labor and Industries regulations.

12.5 Denied Claims:

- A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 9 – Sick Leave, Fitness for Duty and Disability Insurance.
- B. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss compensation paid to the employee by Labor and Industries shall be forwarded to the Employer.

Such compensation shall be used to buy back the equivalent hours of sick leave at the employee's applicable rate of pay.

- C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11 – Health and Welfare, he or she will be entitled to continued coverage under federal Consolidated Omnibus Budget Reconciliation Act (COBRA) law, provided that the employee continues to be eligible and pays the premiums as required.
- D. If a denied claim is later held compensable upon appeal, the employee will be entitled to reimbursement of any premiums paid to the City for medical/dental benefits.

12.6 Benefits: The City shall continue to provide medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first day of occupational disability, subject to the limitations of Article 11 – Health and Welfare, for a period not to exceed six (6) months so long as the employee remains employed by the City. Thereafter, any continuation of health and welfare benefits shall be at the option and expense of the employee.

12.7 Borrowing of Sick Leave: Nothing in this Article shall be construed to permit borrowing of sick leave not accrued by and available to the employee.

### **ARTICLE 13 WORK SCHEDULES**

13.1 The normal work week begins Saturday 12:01 AM and ends at midnight the following Friday except when alternative schedules are established or implemented.

13.2 Work Schedules: The Employer sets the work schedules for employees. The Employer may assign employees to work different or flexible schedules based on work and service needs. Written work schedules showing work days and hours of work will be made accessible to employees. Management may change work schedules with ten (10) calendar days notice to affected employees and with less notice in the following circumstances:

- A. Such notice is voluntarily waived by the employee(s); or
- B. For the duration of an emergency. Emergencies include but are not limited to natural events or unexpected circumstances which necessitate the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.
- C. If the Mayor or his or her designee advises employees not to report to work or to leave early due to an emergency as defined above, any portion of the shift for that working day will be considered paid time off and will not be charged to vacation or floating holiday leave.

13.3 Days Off: Employees working their regularly scheduled hours during a Fair Labor Standards Act (FLSA) work week will be provided at least two (2) consecutive days off per week.

13.4 Employee Requested Changes: It is the intent of the City to offer Flex Time to its employees where such Flex Time does not unduly disrupt services and to this end, the City shall make reasonable efforts to accommodate those employees who request an alternative work schedule. Employees who request to work a schedule different than the established schedule will be considered by the Department Head or designee. Seniority shall prevail when the Department Head or designee has determined that a limited opportunity exists for an alternative work schedule.

13.5 Breaks and Meal Periods:

- A. Employees shall receive a fifteen (15) minute paid rest period at approximately the midpoint of every four (4) consecutive hours of time worked. Such rest periods shall be taken at times approved by their Department Director, but shall not be added to the normal lunch period or taken at the end of the workday.
- B. A minimum thirty (30) minute unpaid meal period shall be provided to employees who work more than five (5) consecutive hours in accordance with Washington state law. The employees may request and Management may approve a one (1) hour meal period.

13.6 Time Charging Provisions Pertaining to Time Worked; Rounding Rule: Time charged for compensation for time worked shall be subject to rounding to the nearest one-quarter ( $\frac{1}{4}$ ) of an hour. For example, an employee who works less than (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one-quarter ( $\frac{1}{4}$ ) of an hour.

## **ARTICLE 14 COMPENSATION**

14.1 Compensation Adjustments:

Effective January 1, 2014 the December 31, 2013 rates of pay will be increased by 1.58% and are listed in Appendix A.

Effective January 1, 2015 the 2014 hourly rates of pay shall be increased by ninety percent (90%) of the change in the CPI-W Seattle-Tacoma-Bremerton Index (June 2013 - June 2014). In the event the CPI-W changes negatively, the rates will remain the same.

Effective January 1, 2016 the 2015 hourly rates of pay shall be increased by ninety percent (90%) of the change in the CPI-W Seattle-Tacoma-Bremerton Index (June 2014

- June 2015). In the event the CPI-W changes negatively, the rates will remain the same.

14.2 Longevity Pay: Upon approval, in addition to the basic salary set forth under Addendum A herein, employees shall receive monthly longevity pay based on the following provisions:

A. Longevity shall be paid as per the following schedule provided that the employee has demonstrated acceptable performance as evidenced by an overall performance evaluation of "Good Work" or better utilizing the current evaluation instrument in use by the Employer as of the date of this contract. Employees who are rated overall as "Learning or Must Improve" or who are on or placed on a Work Improvement Plan will be compensated at the next lower longevity schedule. Upon successful completion of the requirements of the Work Improvement Plan or the achievement of a "Good Work" or better rating, they shall be elevated to the applicable longevity schedule rate. Employees who are rated "Learning or Must Improve" shall receive a subsequent rating at the conclusion of six (6) months from the date of the prior rating. An employee whose longevity is reduced based on a rating of "Learning or Must Improve" has the right to grieve the reduction through Step 3 of the grievance process.

B. Longevity Schedule:

	Bi-Weekly Rate	Monthly Rate	Annual Rate
After 5th year	\$16.97	\$ 36.77	\$ 441.24
After 10th year	\$29.10	\$ 63.04	\$ 756.48
After 15th year	\$48.49	\$105.06	\$1,260.72
After 20th year	\$72.73	\$157.59	\$1,891.08

14.3 Pay Periods: Employees shall be paid on a bi-weekly basis.

14.4 Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours/Days:

A. Reporting After Hours/Scheduled Day Off: Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off, shall be paid for a minimum of two (2) hours at the applicable rate of pay. If an agreement with a private party sets a designated minimum number of hours of pay compensated by the private party that is in excess of two (2) hours, the employee shall be compensated according to such agreement.

B. Receiving Work Telephone Calls During Non-Working Hours: An employee who is called by their supervisor during non-working hours for work related business and who is not required to report to a work site, shall receive pay in fifteen (15) minute increments. This provision does not apply to telephone calls regarding work scheduling or work site directions.

- C. Off Duty Telephone/Computer Work: An employee directed by their supervisor to perform work from an offsite location outside of their regular scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.

14.5 Overtime:

- A. Time and One-Half: Employees will be compensated at the rate of one and one-half (1½) times their normal hourly rate of pay for additional time worked in excess of forty (40) hours in any FLSA work week.
- B. Overtime Administration:
  - 1. Computation of Overtime - Holidays And Leaves: When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.
  - 2. Equal Distribution of Overtime Work: The Employer will make a reasonable effort to distribute overtime on an equitable basis among employees working within the same job classification within each work unit.
  - 3. Compensatory Time: Compensatory time may be accrued by agreement between the City and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may with supervisory approval elect to accrue compensatory time off equal to the applicable overtime rate for each hour of overtime work, provided:
    - a. The maximum allowable accumulation of compensatory time off shall be sixty (60) hours.
    - b. Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.
    - c. In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.
    - d. Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by section 13.5 - Employee Requests for Flexible Schedules.
    - e. All Compensatory time not used by December 31 shall be paid to the employee no later than the second pay period of the following year at the wages in effect on the last pay period of the year when the compensatory time was earned.
  - 4. Overtime work shall be voluntary except in cases where overtime is required to meet critical operational or service needs of the City.

14.6 Personal Vehicle Mileage Reimbursement: Employees who are authorized by the Employer to use their personal vehicles for City work shall be compensated for mileage at the current IRS rate.

14.7 On-Call Duty Assignments: The Employer has the right to assign employees to on-call status. Employees who are assigned to on-call status shall receive an allowance as follows:

- A. Ten percent (10%) of their regular straight-time hourly rate for each hour of standby per weekend, which shall include the hours between the end of the employee's normal working day on Friday and the beginning of the normal working day on Monday.
- B. Ten percent (10%) of their regular straight-time hourly rate for each hour of standby per evening, which shall include the hours between the end of the employee's normal working day and the beginning of the following normal working day, Monday through Thursday of the week.
- C. Fifteen percent (15%) of their straight-time hourly rate for each hour of standby per holiday, which shall include the hours between the end of the employee's normal working day which precedes the holiday and the beginning of the normal working day following said holiday.
- D. Employees assigned to on-call status shall be eligible for additional overtime from the first callback and shall be credited a minimum of two (2) hours on all such callbacks.

14.8 Bus Pass Subsidy: The city shall provide to all employees working 20 hours or more a week a 50 percent subsidy of the price paid by said employee for a bus pass purchased by such employee under the following conditions. Such bus pass may be used toward payment of transit vanpool use by an employee participating in this program.

- A. All participants must register for the CTR program;
- B. All participants must ride the bus or in a transit vanpool to work at least 60 percent of such participant's work shift;
- C. All participants shall be required to record use of that participant's bus pass for travel to work on such form as prepared by the city transportation manager or designee.

## **ARTICLE 15 CLASSIFICATIONS AND PAY RANGE**

15.1 Wage Schedule: Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14 - Compensation.

15.2 Step Placement and Anniversary Dates:

- A. New Hires: New employees and rehires will be paid at the minimum rate unless the Employer determines that the employee has education and/or experience that justifies a higher rate. The anniversary date for wage increases for new employees will be the date of regular appointment, and the date for rehires will be the most recent date of regular appointment.

However, the anniversary date for new employees and rehires will be adjusted to reflect any additional seniority credit such as credit for service in a limited term position in the classification immediately preceding the regular appointment.

- B. Step Increases: An employee not at the maximum of his/her pay range shall receive a step increase upon the completion of one (1) year of service at the current step and subject to a satisfactory performance review. An employee has the right to grieve a decision to withhold a step increase based on an unsatisfactory performance review.
- C. Promotion:
  - 1. Definition: A promotion is an appointment to a classification with a higher pay range.
  - 2. Pay Adjustments Upon Promotion: The base pay of a newly promoted employee will be at least five percent (5%) higher than his or her base pay in the lower classification. Regular employees working out of class or that were placed in a temporary position prior to promotion will receive their pay increase based on their regular position's pay rate at the time of promotion.
- D. Anniversary Date Upon Promotion: The employee's anniversary date for wage increases will be the date of appointment to the higher classification. If the employee was working out of class or was placed in a temporary position prior to promotion and their pay increase from their temporary pay rate to the rate of pay in their promoted position was less than five percent (5%), then the employee's anniversary date shall be the date of appointment to the temporary position.
- E. Failure to Complete Probationary Period After Promotion: When a regular employee is promoted and does not complete the probationary period for that classification, the Employer will make a reasonable attempt on a non-precedent basis to identify an alternative open position in which to place the employee. The Employer cannot guarantee that the employee will be placed in an open position.
- F. Demotion:
  - 1. Definition: A demotion is an appointment to a classification with a lower pay range than in the preceding classification.
  - 2. Pay Adjustments Upon Demotion:
    - a. Employees demoted for other than disciplinary reasons will receive the rate of pay in the lower pay range that causes the least reduction in base pay. No demoted employee shall receive an increase in base pay.
    - b. Employees demoted for disciplinary reasons will receive the rate of pay in the lower pay range specified as a part of the disciplinary action. If no rate of pay is specified, they will receive the rate provided for in subsection a above.
  - 3. Anniversary Dates Upon Demotion: A demoted employee's anniversary date for wage increases will be the date of demotion.

G. Transfer:

1. Definition: A transfer is a lateral appointment to another position with the same pay range. The same rules for step placement and establishing anniversary dates apply whether the transfer occurs within the bargaining unit or from outside the unit.
2. Pay Adjustments Upon Transfer: If an employee receives a lateral transfer as defined above, there will be no change in pay.
3. Anniversary Dates Upon Transfer: The employee's anniversary date will remain unchanged.

H. Reinstatement:

1. Step Placement Upon Reinstatement: Employees reinstated to the same classification from a recall list, after voluntary demotion, or after a leave of absence shall resume employment at the previously held salary grade and step. If an employee is reinstated to a different classification, the beginning salary will be the step within the salary grade most appropriate to qualifications and related experience.
2. Benefits Upon Reinstatement:
  - a. Employees who are reinstated within eighteen (18) months shall accrue vacation at the accrual rate previously held.
  - b. Employees reinstated will have accrued sick leave restored upon repayment of the sick leave cash out. City policy requires repayment within six (6) months of reinstatement.
  - c. Reinstated employees will have the applicable employee benefits such as medical, dental, and life insurance reinstated at the beginning of the month after recall.
3. Anniversary Dates Upon Reinstatement: The anniversary dates of reinstated employees will not be adjusted if reinstatement occurs within thirty (30) calendar days.

15.3 Temporary Work in a Higher Classification; Work Out of Class:

- A. Definition: An employee works out of class when he or she is assigned the major distinguishing duties of a position in a higher classification for at least ten (10) working days.
- B. Compensation for Work Out of Class: An employee working out of class will receive the next step in his/her pay range. If the employee has reached the top of the range, they will receive the same step in the next highest pay range.

15.4 Temporary Appointment to a Higher Classification in the Bargaining Unit:

When the temporary appointment is to a classification within the bargaining unit, written verification of the temporary appointment will be placed in the employee's personnel file and the following provisions will apply:

- A. The employee's rate of base pay will be set according to the promotional policy above;
- B. The higher base rate will apply to all hours in which the employee is in paid status; and
- C. The employee has the right to return to his or her regular position at the end of the appointment without loss of seniority.

15.5. Temporary Appointment to a Non-Bargaining Unit Classification:

When the temporary appointment is to a non-bargaining unit classification, written verification of the temporary appointment will be placed in the employee's personnel file and the employee will be notified of the appointment in writing. The following provisions will apply:

- A. The employee's salary will be set according to the Personnel Policies and Procedures governing promotions to non-bargaining unit positions;
- B. The employee is eligible to receive overtime pay, shift differential or other forms of pay that would be available to regular employees in the non-bargaining unit classification;
- C. The employee's health and welfare benefits plan will not change;
- D. The employee's accrual and use of paid leave will be governed by the rules applying to regular employees in the non-bargaining unit classification;
- E. The employee has the right to return to his or her bargaining unit position at the end of the appointment without loss of seniority; and
- F. The employee will pay Union dues or such alternatives and will be represented by the Union as provided by Article 5 - Union Security, Representation and Business.

15.6 Classification Changes

Section 1 – Policy. It is the intent of the City to provide current and accurate classification (position) descriptions, and to insure that all employees are working within the classification for which they were hired. Department Heads are responsible for assuring that the employee's in their department is working within his/her proper classification. Employees are responsible for notifying their Department Head when they believe that they are working outside of their assigned job classification. The City Human Resources Department will insure that revisions of classification descriptions will be made as often as is necessary to maintain current and accurate position descriptions. Not all revisions to descriptions result in change of classification of employees. A change in classification is required when there are significant changes to the duties and responsibilities of a classification, and is not used to address an increase/decrease in volume of work, or for the exclusive purpose of providing a salary increase.

Section 2 – Procedure.

2.1 Procedure for Evaluating Classifications.

- A. An employee may submit a written request on the form provided by Human Resources to the Department Head and Human Resources for a reclassification review of their position; or
- B. The employee and Department Head, (or designee), will review the employee's job description as a part of the annual evaluation process. If there are significant changes to the duties and responsibilities of the job, the employee and/or Department Head may submit a written request on the form provided by Human Resources for a reclassification review; or
- C. Periodically a Department Head may find the need to significantly change an employee's ongoing job duties and responsibilities. In the event this occurs the employee and/or Department Head may submit a written request on the form provided by Human Resources for a reclassification review.
- D. The employee will submit a request for reclassification to the Department Head and provide a copy to the Human Resources Department. The Department Head will provide a written response to the employee within 30 days and may initiate a request for an analysis of a classification change by submitting a written request to the Human Resources Department. A job analysis is conducted to determine whether the request is a significantly different level of duties and responsibilities from the original classification description. Human Resources then makes a recommendation to the Department Head, and to the Mayor for approval. If approved, an incumbent employee will be moved to the changed classification. The Mayor's decision is final, pending the Council approval of any reclassification.

2.2 Evaluation Criteria. The following criteria are examples used in evaluating reclassification requests:

- A. Changed duties that may result from additions, expansions, or reductions of responsibilities.
- B. Changed qualifications, required education and training, and/or required licenses or certifications for the position.
- C. Consolidation or reassignment of duties which significantly change the position.

15.7 Final Authority: None of the provisions of section 15.6 are subject to the grievance procedure (Article 18 - Settlement of Disputes).

## **ARTICLE 16 PENSIONS**

16.1 PERS Membership: Eligible employees shall be eligible for participation in the Washington Public Employees Retirement System (PERS).

16.2 Retiree Medical Insurance:

- A. Definitions: For purposes of this section, a "retiree" refers to a person who retired from the Public Employees Retirement System (PERS) only from the Employer on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.
- B. Right to Participate: Except as otherwise provided by this section, retirees may continue to participate in the Employer medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.
- C. Choice of Plan: Retirees shall be permitted to select coverage from the retiree medical plan(s) as provided by the carrier(s) and/or group(s) selected by the Employer. Retirees participating in the carrier(s) and/or group(s) selected by the Employer medical insurance plans shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative change as authorized by the Employer.
- D. Retiree Responsibilities: The retiree will be responsible for one hundred percent (100%) of the total premiums of medical insurance. The retiree will also be required to pay any administration fees required by the carrier(s) and/or group(s) selected by the Employer. The retiree shall be responsible for promptly notifying the carrier(s) and/or group(s) selected by the Employer, in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.
- E. Requirement to Continuously Participate: In addition to the other requirements of this section, continued medical plan participation or benefit of Employer contributions is conditioned under the rules established by the carrier(s) and/or group(s) selected by the Employer.

## **ARTICLE 17 DISCIPLINARY ACTION**

17.1 When disciplinary action is administered, the Employer shall do so in accordance with the following provisions.

- A. Employees may, with just cause, be disciplined based on, but not limited to, the following actions: Oral or written reprimand, demotion, reduction in pay, suspension without pay, termination, or any combination of the

above. Such action shall take effect only after the Employer provides written notice of the action and cause to the employee and to the Union; provided however oral and/or written reprimands do not require prior written notification to the employee and / or Union. Examples of other types of potential discipline include but are not limited to reassignment, ineligibility for voluntary overtime, modification of hours of work, etc.

- B. Disciplinary action will be tailored to the nature and severity of the violation, misconduct and/or disciplinary history. The Employer has the right to determine and take disciplinary action as appropriate to the violation, misconduct and/or disciplinary history. The Employer, at the request of the employee and the Union, may agree to reduce vacation leave accrual in lieu of a suspension without pay.

17.2 Definition of Just Cause: Just cause shall include, but not be limited to, misconduct, incompetence, insubordination, neglect of duty, violation of workplace rules and policies, conviction, plea bargained sentence, deferred prosecution, or any other alternative disposition of a criminal charge and/or civil infraction which the Employer determines would have an adverse effect regarding an employee's work or the work environment, or any other conduct that is incompatible with the employee's employment.

17.3 In the event the Employer preliminarily believes that an employee may be suspended without pay, reduced in pay, demoted or terminated, then the Employer will notify in writing the employee and the Union representative of the potential misconduct(s) and/or violation(s). The Employer will hold a pre-disciplinary action meeting (Loudermill Meeting) to provide the employee, with a union representative (Weingarten) present if desired by the employee, an opportunity to respond to the potential misconduct(s) and/or violation(s) within 10 business days of the conclusion of the Employer's initial investigation. Thereafter, the Employer shall make a determination as to what, if any, disciplinary action will be implemented.

17.4 At the discretion of the Employer, an employee may be suspended with pay and benefits pending investigation of misconduct(s) and/or violation(s) when the nature of the allegation compromises the ability of the employee to perform his/her duties. If the misconduct(s) and/or violation(s) are substantiated, disciplinary action may be taken in accordance with the nature of the misconduct(s) and/or violation(s). If the potential misconduct(s) and/or violation(s) are unfounded, the employee will be restored to duty.

17.5 Manner of Accomplishing Disciplinary Reprimands: If the Employer has reason to reprimand an employee, a reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

17.6 Appeal Rights:

- A. An oral reprimand is not grievable.

- B. A written reprimand may be reviewed through Steps 1 and 2 only of the grievance procedure set out in Article 18 - Settlement of Disputes.
- C. An employee who is reduced in pay, demoted, suspended or terminated shall have the right to formally grieve within fifteen (15) calendar days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline.

17.7 If an employee drives vehicles to carry out their job as determined by the Employer and has his/her driver's license suspended they must notify their supervisor of the suspension on the first business day following the suspension. If the suspension is for less than sixty (60) days, the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not possible, the employee shall be suspended without pay. The employee may elect to take other appropriate leave in lieu of suspension without pay. If an employee's driver's license is revoked or suspended for sixty (60) calendar days or more, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

To verify driver license status, the Employer may require the employee to sign a release of driving record; payment of fee is to be paid by the Employer.

## **ARTICLE 18 SETTLEMENT OF DISPUTES**

18.1 The purpose of this grievance procedure is to provide an orderly method for resolving grievances. A reasonable effort shall be made to settle grievances at the lowest possible level in the grievance procedure. A grievance is defined as a dispute regarding the application, interpretation, or implementation of the specific provisions of this Agreement.

18.2 The following steps shall be observed in the grievance procedure:

Step 1: The Union or any employee who believes that he/she may have a grievance arising out of the terms of this Agreement may personally, or through his/her representative, request a meeting with the supervisor within ten (10) business days of the occurrence. An employee or Union representative is expected to discuss any grievance arising hereunder initially with the immediate supervisor. The supervisor must respond within ten (10) business days.

Step 2: If the supervisor does not respond within the ten (10) business days or if no satisfactory settlement is reached in Step 1, the employee and the Union may submit the written grievance to the Department Director within ten (10) business days after the supervisor's response or

the supervisor's failure to respond. The grievance form should set forth the facts, the sections of the Agreement allegedly violated, and the remedy requested. Failure to file a written grievance within the time specified shall render it null and void and forever waived. The Department Director shall present his/her determination in writing to the affected employee and the Union, within ten (10) business days of receipt of a timely filed grievance. Time limits may be extended by mutual agreement of the parties.

Step 3: If the Department Director does not respond within the ten (10) business days of receipt of a timely filed grievance, or if no satisfactory settlement is reached in Step 2, the employee and the Union may submit the written grievance to the Human Resources Director within ten (10) business days of the Department Director's response, or within ten (10) business days from the expiration of the Department Director's time for responding. The Human Resources Director or his/her designee shall present a written determination to the affected employee and the Union within ten (10) business days of receipt of a timely filed appeal from Step 2. Time limits may be extended by mutual agreement of the parties. Failure to timely file a written appeal shall render the grievance null and void and forever waived.

Step 4 - Arbitration: If the decision issued at Step 3 is unsatisfactory to the Union, the Union and/or the Employer may request arbitration. In order to be a timely request for arbitration, the party filing the request must do so within thirty (30) calendar days of the Human Resources Director's or his/her designee's written determination at Step 3. Failure to timely file a written appeal to arbitration shall render the grievance null and void and forever waived.

18.3 Arbitrator - Selection: The Employer and the Union will first attempt to select an arbitrator by mutual agreement within thirty (30) calendar days of the filing for arbitration. If the parties are unable to mutually agree on an arbitrator, then they shall request from PERC a list of eleven (11) qualified and reasonably available arbitrators. Either party has the right to request another list if said party believes there are unqualified persons on the first list. The Employer and the Union will select an arbitrator by a process of elimination with each party alternately striking one (1) name. The party requesting arbitration shall strike the first name. The last remaining name shall be the arbitrator.

18.4 Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date.

18.5 Limitation, Scope and Power of Arbitrator:

- A. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

- B. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.
- C. The arbitration shall be conducted in accordance with PERC rules and regulations.
- D. The Arbitrator's expenses shall be borne equally. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.
- E. If either party desires a verbatim recording of the proceedings, it may cause such record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and/or arbitrator.
- F. The arbitrator's decision shall be final and binding.

18.6 Representation of Employees:

- A. The Union is the Exclusive Representative of bargaining unit employees with respect to conditions of employment governed by this agreement. An employee may file a grievance and process it in Steps 1, 2 and 3 of the grievance procedure without the assistance of the Union; however, departure from the grievance procedure described herein shall automatically nullify the Union's obligation to process the grievance. However, the decision to arbitrate a grievance is a determination to be made by the Union and/or the Employer. Attorneys who do not represent the Union or the City may appear at the grievance meetings and hearings only at the mutual consent of the Union and the City.
- B. Whether or not the employee seeks Union assistance, the Union must be given the opportunity to be present when a settlement offer is made, and any settlement must be consistent with the terms of this Agreement.
- C. The names of stewards will be certified to the City by the Union. Upon notification to the employee's Supervisor of the name of the grievant and the basis of the grievance, or the name of the subject of a disciplinary investigation interview, the steward responsible for the grievant work area may investigate and process the grievance or investigation interview at the work site during working hours without loss of pay, subject to prior approval by the Human Resources Director or his/her designee and further subject to such activity not interfering with the productivity and efficiency of work and services. If such activity, as determined by the Human Resources Director or his/her designee, will interfere with productivity and services, then such investigatory activity shall be conducted during non-work hours. Employees meeting with their steward to process a grievance will also be permitted to do so without loss of pay during working hours, subject to prior approval by the Human Resources Director or his/her designee.

**ARTICLE 19**  
**WORKLOAD AND STANDARDS AND PERFORMANCE EVALUATION**

19.1 Workloads and Standards: It is the Employer's right to establish the workload for employees. Job performance expectations established by the supervisor shall be reasonable and may be revised from time to time. Such expectations and standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question. In the event the employer must significantly add to an employee's workload, the employer agrees to discuss with the employee the impact of the added workload on priorities, deadlines and schedules and to make clear any new or changed performance expectations resulting from the increased workload.

19.2 Performance Evaluation:

- A. The Employer has the right to implement and maintain performance evaluation processes involving members of the bargaining unit.
- B. Employees will have the right to attach a response to any specific performance deficiency noted in the performance evaluation. Such response will be made a part of their personnel files.
- C. All performance evaluations are subject to the signature of the Mayor or his designee to be valid.
- D. A satisfactory performance review is required for an employee to receive a step increase.
- E. Performance evaluations are not subject to the grievance procedure except as provided in section 15.2, subsection B. Performance evaluations shall be made within 60 days of the employee's anniversary date.

**ARTICLE 20**  
**SENIORITY**

20.1 Seniority shall commence from the most recent date of regular full-time or regular part-time employment within a classification within the Bargaining Unit.

20.2 An employee who returns to work as agreed at the end of use of shared leave or an unpaid leave of absence retains his/her original employment or seniority date, except if the leave of absence is of a duration of longer than thirty (30) calendar days. The employee's seniority date will be adjusted on a day-for-day basis after the thirty (30) calendar day leave period.

20.3 An employee who is re-hired after services have been terminated with the Employer (by resignation, reduction-in-force, etc.) will have a new employment or seniority date.

20.4 Seniority:

A. Seniority Will be Determined as Follows:

1. The total length of continuous service within the affected job classification within the bargaining unit; if a tie occurs, then
2. Total length of continuous service within the City; if a tie occurs, then
3. It shall be broken by lot in a manner to be determined by the Human Resources Director.

B. In Computing Seniority for Regular Employees, the Following Factors Will be Taken into Account:

1. Regular part-time work within the same or equivalent classification will count on a pro-rated basis.
2. Time spent in a classification that has been converted to a current equivalent classification will count toward seniority in the current classification.
3. Time on authorized leave taken with pay will count.
4. When an authorized leave without pay exceeds thirty (30) calendar days, no time spent on that leave will count.
5. Time in excess of six (6) months spent in a classification not represented by this bargaining Unit will not count except for purposes of vacation accrual.
6. Time spent in on-call status will not count.
7. When a layoff exceeds thirty (30) calendar days, no time spent on layoff will count.
8. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.
9. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall lists pursuant to section 21.7 – Notice and Recall List.
10. Up to six (6) months spent in a probationary appointment that is not completed will count toward the employee's previous classification unless such probationary period was in a classification outside the bargaining unit.

20.5 Seniority Application: Seniority determinations shall have no application to retirement matters.

20.6 Posting Process:

- A. Seniority List Posting: Lists showing seniority within Bargaining Unit classifications shall be provided to the Union and posted on all Union bulletin boards on or about March 1<sup>st</sup> of each year.
- B. Seniority List Appeal Process; Errors on New Lists: Employees who have concerns about the calculation of their seniority shall notify the Human Resources Director with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) calendar days of his or her

initial consultation with the Human Resources Director. If no grievance is filed within that time, the seniority calculation is deemed correct.

## **ARTICLE 21 LAYOFF AND RECALL**

21.1 Layoff: Layoff means the reduction in number of employees in budgeted positions within the bargaining unit. The Employer has the exclusive right to determine whether a layoff is necessary for reasons of lack of funds, lack of work, inefficiency, lack of productivity and/or reorganization.

21.2 Definitions:

- A. Continuous Service: Means uninterrupted employment with The City of Lynnwood subject to the following provisions:
  - 1. Continuous service is terminated by voluntary or involuntary termination including discharge for cause.
  - 2. Personal unpaid leaves of absence longer than thirty (30) calendar days shall be considered interruption to continuous service.
- B. Bumping: Refers to the process whereby the more senior employee in a classification displaces a less senior employee subject to the provisions of this Article. Bumping may result in an employee occupying a position equivalent or lower than his/her current position.
- C. Classification: Refers to a position or positions with a unique job title and similar duties and responsibilities.
- D. Equivalent Classification: Refers to matching by the Human Resources Director or his/her designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.
- E. Classification Previously Held: Refers to a classification or its equivalent classification in which the employee gained regular status and for which he or she continues to qualify.
- F. Reassignment: Refers to an employee being transferred into a currently unoccupied position during the bumping process. The new position may be equivalent or lower than the position previously held.
- G. Recall: Refers to the process when budgeted positions become available after a layoff and are offered to those who have been laid off, according to the rules of this Article.
- H. Regular Employee: Refers to the status an employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.
- I. Lateral Classification: Refers to a classification or its equivalent classification which has the same pay range as the employee's current classification.

- J. Affected by Layoff: Refers to an employee who was demoted, laid off, or reassigned as a result of a layoff process under the provisions of this Article.
- K. Regular Appointment: Refers to the appointment of an employee to a budgeted position.

21.3 Order of Layoff and Bumping: Layoffs are identified by position within a classification by the Employer.

- A. If layoff/reduction in force vacates a classification which consists of only one (1) position filled by one (1) employee, that employee will be affected by layoff as provided in this Article.
- B. In all other cases, the order of layoff of employees will be determined pursuant to section 21.6 – Layoff Rules, and those employees least senior and least qualified occupying position(s) to be eliminated shall be designated as affected by layoff.

21.4 The Reassignment and Bumping Process: Employees designated as affected by layoff shall then begin the reassignment and /or bumping process as follows:

- A. Reassignment of employees to vacant positions, if available, will take precedence over bumping another employee.
- B. If bumping is necessary, the least senior employee in the affected classification in the department may be bumped subject to the criteria in section 21.5 – Qualified Employees.
- C. If bumping is to occur per section 21.3 - Order of Layoff and Bumping, employees will be moved to the classification previously held that results in the least reduction in pay. Seniority in a higher classification shall count in the new classification.
- D. Regular employees who are bumped out of a position, shall be designated as affected by layoff and will then participate in the reassignment and/or bumping process, as defined in this Article.
- E. Employees who are offered a position pursuant to these provisions and do not accept that position will be deemed to have resigned.

21.5 Qualified Employees:

- A. Employees may be bumped into or be reassigned to positions under this Article if the employee is qualified to perform the duties of the position and subject to the criteria for bumping or reassignment in subsection B below.
- B. Criteria for Bumping or Reassignment: Employees may only be offered positions in accordance with the provisions of this Article based on the employer's assessment of the following criteria:
  - 1. Successful completion of any qualifying examinations or certifications as determined by the employer within ninety (90) calendar days; and
  - 2. Possession of minimum qualifications as defined by the position description and/or job announcement; and

3. Satisfactory disciplinary history with no records of written reprimands, suspensions without pay, demotions, or reduction in pay for disciplinary reasons per Article 23.2.
- C. If a less senior employee possesses superior qualifications, skills and/or disciplinary history than a more senior employee, the Employer may deviate from seniority for bumping or reassignment.

21.6 Layoff Rules:

A. Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units:

1. The only non-bargaining unit employees, confidential employees or members of other bargaining units who may bump into the bargaining unit are those who have previously been a member of the Bargaining Unit or who were in a classification which subsequently became part of this unit.
2. Only time served in the bargaining unit shall apply for bumping purposes.
3. Bargaining unit employees shall not be demoted, reassigned, bumped and/or recalled into other bargaining units. However the Employer may give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled for non-bargaining unit vacancies for which they qualify. The Employer may also give preference to bargaining unit employees who have been demoted, reassigned, bumped and/or recalled over non-City applicants for vacant positions in other bargaining units for which they qualify, unless prohibited by law or civil service rules.

B. Layoff Processing for Non-Regular Employees:

1. Within an affected classification and department, temporary, non-regular probationary employees who do not have regular status and who are occupying budgeted positions within the bargaining unit will be terminated before employees with regular status are affected by layoff. Limited term employees can be bumped but have no bumping rights. Employees without regular status who are terminated will not be placed on recall lists and do not have bumping rights.
2. A bargaining unit employee who has not completed a probationary period following promotion to a regular position covered by this agreement and is affected by layoff may be reassigned or bumped back into the position previously held subject to the provisions of this Article.
3. Probationary employees terminated or demoted in accordance with paragraph 1 and paragraph 2 above will be placed on recall lists for one (1) year from the date of their termination or demotion. They will be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary employees who are reinstated will be treated as if

they have been on a leave of absence from the classification for purposes of computing seniority and length of probationary period.

4. Employees will not be placed in a classification with a higher pay range except by normal promotion procedures.

C. Layoff Processing for Employees on a Leave of Absence without Pay:

1. Employee Notification: Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the Employer to be affected by an upcoming layoff process will be notified in writing and given an option to return to work from leave.
2. Use of Positions During the Layoff Process: If no response is received by the Employer within five (5) calendar days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this Article.
3. Recalculation of Seniority After Leave of Absence Without Pay: All employees on leave of absence without pay that exceeds thirty (30) calendar days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority.

21.7 Notice and Recall List:

- A. The Employer will provide the affected employees and the Union with thirty (30) calendar days written notice of an impending layoff except in the event of an emergency. In an emergency, the Employer will provide as much notice as is practicable under the circumstances. Employees who are laid off are eligible for recall subject to the criteria above and if their layoff period has not exceeded eighteen (18) months from the date of layoff.
- B. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.
- C. Employees will remain on a recall list for eighteen (18) months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:
  1. Upon written request of the employee; or
  2. Upon their retirement; or
  3. Upon being recalled from the list; or
  4. Upon declining an offer of regular employment status; or
  5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within five (5) calendar days after receiving the notice of recall; or
  6. Disciplinary termination for cause.

- D. Employees who are laid off and are on recall list(s) and return to regular City employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

21.8 Recall:

- A. Employees on a recall list will be reinstated in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position and subject to the criteria in section 21.5. Employees who are not recalled may request within ten (10) calendar days, and the Employer must provide within ten (10) calendar days, a justification for that decision. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.
- B. An employee who believes they should have been recalled may have their status reviewed and processed according to the provisions of Article 17 - Disciplinary Action.

21.9 Special Provisions to Save Employees from Layoff: It is recognized by the parties that employees who are to be laid off or involuntarily demoted face difficult circumstances in being placed in alternative employment within the City. Any such employee who is reassigned to a classification not previously held shall be subject to a trial service period of ninety (90) calendar days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the Employer, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list.

## **ARTICLE 22 VACANCY**

- A. 22.1 Vacancy: The Employer will determine when a vacancy exists.

22.2 Job Postings: New positions and positions which become vacant within the bargaining unit shall be posted for seven (7) calendar days, during which time employees may apply for the position. Posted jobs shall contain a description of the job duties, the rate of pay and the starting date for the position. An employee's eligibility for positions posted shall require the employee to have demonstrated qualifications to perform the duties of the position.

## **ARTICLE 23 PERSONNEL RULES AND RECORDS**

23.1 Personnel Rules: Changes to the Personnel Rules and the Code will be posted on the City's website by the Employer five (5) consecutive calendar days after publication and shall be effective immediately thereafter, except in the event of an emergency, in which case no prior notice is necessary and the changes shall be

effective immediately. Notice of significant non-legal changes to the Personnel Rules and Code which would affect the employees in this bargaining unit will be provided to the Union prior to adoption for purposes of review and comment; provided, however, such review and comment shall not constitute an obligation to bargain about the changes.

23.2 Personnel Records and Information:

- A. Definition: For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Human Resources Department.
- B. Access to Personnel File Materials:
  - 1. Employees have the right to review their files. An employee may request removal of certain information in his/her personnel file. If the Employer denies the employee's request to remove the information, employees may file a written rebuttal statement relevant to the specific subject which the Employer refused to remove. Such rebuttal will be placed in their file. However, such rebuttal shall not change the significance of the information already in the personnel file.
  - 2. An employee or his/her representative, with the written consent of the employee, will be given a copy of materials in the employee's personnel file, provided the representative pays for the time and expense of such copying.
  - 3. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
- C. Removal of File Materials:
  - 1. Oral reprimands may be memorialized in writing for the purpose of preparing future disciplinary actions or employee performance evaluations, but will not be placed in the employee personnel file.
  - 2. Letters of Reprimand: An employee may request and the Employer may remove a single written reprimand which is two (2) or more years old. If the Employer refuses to remove the written reprimand, the Employer shall provide written justification for not removing the written reprimand.
  - 3. If the employee's file contains more than one (1) written reprimand, or where there is one (1) letter imposing discipline which is more severe than a written reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time, it and all previous disciplinary letters will be removed from the employee's personnel file upon request, except in the case of demotions or suspensions without pay for five (5) or more work days. For the purpose of this subsection, "letter" includes all attachments.

## ARTICLE 24 GENERAL PROVISIONS

### 24.1 No Discrimination:

#### A. Contractually Prohibited:

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, creed, religion and national origin unless bona fide job related reasons exist in accordance with applicable laws.
2. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement, provided that this responsibility shall be limited to those matters under the Union's influence and control.

#### B. Employer Complaint Procedure: The Employer will maintain a complaint procedure for allegations of discrimination.

24.2 Workplace Harassment: No employee(s) shall be subjected to, nor shall any employee(s) perpetrate, unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature or based on a protected characteristic that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

24.3 Agreement, Work Rules and Changes: The Employer will provide new employees a copy of the Agreement and the cost thereof shall be shared between the Employer and the Union. The Employer will provide new employees with an Employee Handbook at the time of hire. The Employer will furnish one copy of the City policies to the Union.

### 24.4 Uniforms and Protective Clothing:

- A. The Employer may require an employee to wear a specific uniform, protective clothing, or protective device. Such uniform, protective clothing, or protective device shall be furnished by the Employer. The cost of tailoring, maintenance and repair of the uniform or protective clothing, or device may be paid by the Employer on a case-by-case non-precedent basis. Each employee who is required by the Employer to wear a uniform will be provided a sufficient number for one (1) week's use and shall include a winter coat and rain gear as determined by the Employer.
- B. Footwear: Subject to prior approval by the Employer, and upon presentation of a receipt, an employee required to wear protective footwear shall be reimbursed up to an amount of two hundred dollars (\$200.00) per calendar year. Recognizing that the purchase of boots may create a hardship for some employees, the employer may elect to purchase the boots in lieu of reimbursement

24.5 If the provisions of this Agreement address a subject matter, then those provisions shall prevail. If a subject matter is not addressed in this Agreement, the ordinances, policies and procedures of the City shall prevail.

## **ARTICLE 25 SAVINGS CLAUSE AND FUNDING**

25.1 Savings Clause: Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

25.2 Entire Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties. Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the Employer be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

**ARTICLE 26  
TERM OF AGREEMENT**

26.1 Unless specified otherwise elsewhere in this agreement this Agreement shall be effective January 1, 2014 through December 31, 2016.

DATED this 23<sup>rd</sup> day of June, 2014.

CITY OF LYNNWOOD, WASHINGTON

LOCAL 3035, COUNCIL 2  
WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFSCME, AFL -  
CIO



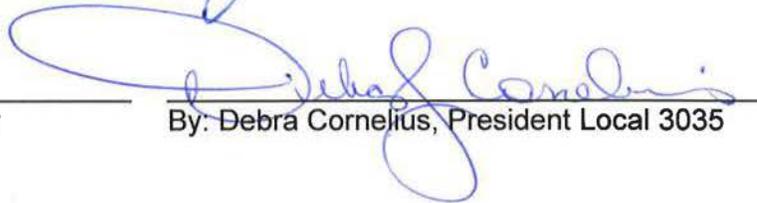
By: Nicola Smith, Mayor



By: Pat Thompson, Staff Representative



By: Lorenzo Hines, Finance Director



By: Debra Cornelius, President Local 3035

## APPENDIX "A" Wage Rate Tables

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES, LOCAL UNION NO. 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

### A.1 Hourly Rates of Pay

Effective January 1, 2014 the hourly rates of pay represent a 1.58% increase, rounded, over the December 31, 2013 rates and are as follows:

	STEPS						
	1	2	3	4	5	6	7
211	\$16.37	\$17.03	\$17.72	\$18.43	\$19.16	\$19.93	\$20.72
212	\$17.61	\$18.31	\$19.05	\$19.81	\$20.60	\$21.42	\$22.29
213	\$18.93	\$19.69	\$20.48	\$21.29	\$22.14	\$23.03	\$23.95
214	\$20.35	\$21.17	\$22.01	\$22.90	\$23.81	\$24.77	\$25.75
215	\$21.98	\$22.86	\$23.77	\$24.72	\$25.71	\$26.75	\$27.81
216	\$23.74	\$24.68	\$25.68	\$26.71	\$27.77	\$28.88	\$30.04
217	\$25.64	\$26.66	\$27.73	\$28.84	\$29.99	\$31.20	\$32.43
218	\$27.69	\$28.80	\$29.95	\$31.14	\$32.39	\$33.68	\$35.03
219	\$29.91	\$31.09	\$32.34	\$33.63	\$34.98	\$36.38	\$37.84
220	\$32.29	\$33.58	\$34.93	\$36.33	\$37.78	\$39.29	\$40.87
221	\$34.88	\$36.27	\$37.73	\$39.23	\$40.80	\$42.43	\$44.14

Effective January 1, 2015 the 2014 hourly rates of pay shall be increased by ninety percent (90%) of the change in the CPI-W Seattle-Tacoma-Bremerton Index (June 2013 - June 2014). In the event the CPI-W changes negatively, the rates will remain the same.

Effective January 1, 2016 the 2015 hourly rates of pay shall be increased by ninety percent (90%) of the change in the CPI-W Seattle-Tacoma-Bremerton Index (June 2014 - June 2015). In the event the CPI-W changes negatively, the rates will remain the same.

A.2 Redlined Employees

Employees who are over the top step of their pay range as a result of the compensation study in the prior contract, i.e. "redlined", may receive a lump sum payment that does not add to their rate of pay. The amount of the lump sum payment depends on how much, if any, of the contractual wage adjustment they receive after the top step moves, the combination will be limited to a total of ½ the contractual wage adjustment percentage.

Example for 2014:

The 2014 the contractual wage adjustment is 1.58%. One half of that is 0.79%. Therefore:

If the 2014 portion of the contractual wage adjustment a redlined employee receives after the top step moves is:	Then the 2014 lump sum % of annual salary based on scheduled hours of work would be:
0%	0.79%
0.10%	0.69%
0.20%	0.59%
0.30%	0.49%
0.40%	0.39%
0.50%	0.29%
0.60%	0.19%
0.70%	0.09%
0.79%	0.00%

2015 and 2016 COLAs are not yet known, however, the logic may be applied in the same manner it was applied in 2014 for any employees who are still redlined.

The Human Resources Director shall determine all calculations.

## APPENDIX "B" Classifications

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES, LOCAL UNION NO. 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

CLASSIFICATION	PAY GRADE
RESIDENT ENGINEER	221
ASST BUILDING OFFICIAL	220
COMMUNITY RESOURCE SPECIALIST	220
PROJECT MANAGER	220
COMBINATION INSPECTOR	219
ELECTRICAL INSPECTOR	219
SENIOR PLANNER	219
TRAFFIC SIGNAL TECH LEAD	219
BUILDING INSPECTOR	218
ENTERPRISE ACCOUNTANT	218
FINANCIAL SYS ACCOUNTANT-ACCTG	218
FINANCIAL SYS ACCOUNTANT-TREASURY (Inactive class)	218
FLEET PROGRAM SPEC	218
GIS COORDINATOR	218
LAB TECH	218
MECHANIC-HEAVY EQUIPMENT	218
NETWORK ENGINEER (Inactive class)	218
PROGRAMMER	218
SENIOR COMPUTER SYSTEMS ENG	218
VEHICLE EQUIP SERVICE TECH	218
WEBMASTER	218
ASSOCIATE PLANNER	217
BUYER	217
CIVIL ENGINEER I	217
COMPUTER SYSTEMS ENGINEER	217
ENG TECH II	217
FINANCE SPEC-PAYROLL	217
FINANCE SPEC-RECORDS	217
FINANCIAL ANALYST (Inactive class)	217
SENIOR COMPUTER SUPPORT SPEC	217
ACCTG SPEC-PAYABLES	216
ADMIN ASSIST/DEPUTY CLERK	216
ADMIN ASSIST-PARK/REC/CA	216
CODE ENFORCEMENT OFFICER	216
COMMUNITY OUTREACH SPECIALIST	216
ENG TECH I	216
ENG TECH I-CONST INSPECTION	216
FINANCE SPEC-LEOFF/BUS LIC	216
PERMIT COORDINATOR	216
PROBATION OFFICER	216

TRAFFIC SIGNAL TECH	216
ACCTG TECH-PAYROLL	215
ACCTG TECH-UTILITIES	215
ADMIN ASSIST	215
ASSIST PLANNER	215
COMPUTER SUPPORT SPEC (Inactive class)	215
FINANCE TECH-CUSTOMER SERVICE	215
PERMIT TECH/ADMIN ASSIST	215
ACCTG TECH-PAYABLES	214
ACCTG TECH-PAYROLL & ACCOUNTS PAYABLE (Inactive class)	214
ACCTG TECH-TREASURY	214
ENG TECH AIDE	214
LEGAL SPEC	214
METER READER/OFFICE ASSIST	214
PERMIT TECH	214
FINANCE CLERK RECEPTIONIST	213
MEDICAL SERVICES CLERK (Inactive class)	213
PROBATION ASSIST (Inactive class)	213
RECORDS/MAILROOM ASSIST	213
MAIL ROOM ASST (Inactive class)	212
DATA ENTRY CLERK COURT	211

The Human Resources Director shall determine all calculations.

## APPENDIX "C" Drug and Alcohol Testing Policy

1. Purpose: To establish the City's policy on drug and alcohol testing for those employees in the AFSCME Local 3035 Bargaining Unit.
2. Policy: The City of Lynnwood has a significant interest in the health and safety of its employees and the citizens of the City of Lynnwood. In furtherance of that interest, it is the policy of the City of Lynnwood to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the presence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program when such problems occur. However, participation in such counseling will not prohibit the City from taking disciplinary action for any employee in violation of this policy in accordance with the applicable provisions of the AFSCME Local 3035 labor agreement.
3. Application: This policy applies to all employees covered by the AFSCME Local 3035 Bargaining Unit.
4. Definitions:
  - A. ACCIDENT: Accident means (1) any occurrence involving a City vehicle or personal vehicle while on City business on a public road or on City property which results in bodily injury to a person or the motor vehicle incurring damage or both; or any non vehicular occurrence or incident where an employee injures himself/herself or others on City property.
  - B. DRUGS: For the purposes of this policy, "drugs" refers to all forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited, controlled or restricted by federal and/or state law.
  - C. MEDICAL REVIEW OFFICER (MRO): The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.
  - D. SUBSTANCE ABUSE PROFESSIONAL (SAP): A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SUBSTANCE ABUSE PROFESSIONAL is responsible for evaluating employees with positive test results.

5. Prohibited Conduct: The following conduct regarding alcohol and drug use or abuse is prohibited:

- A. ALCOHOL CONCENTRATION: An employee shall not report for or remain on duty requiring the performance of duties while having an alcohol concentration of 0.02 or greater.
- B. ALCOHOL POSSESSION AND ON DUTY USE OF ALCOHOL: An employee shall not possess or consume alcohol while on duty.
- C. PRE-DUTY USE OF ALCOHOL: An employee shall not report for work within four hours after consuming alcohol. An on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and shall not report for duty.
- D. ALCOHOL USE FOLLOWING AN ACCIDENT: An employee required to take a post-accident alcohol test shall not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first.
- E. USE OF DRUGS: An employee shall not report for duty or remain on duty when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform the duties and responsibilities of the job. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must provide written notice to their supervisor from their physician or pharmacist regarding the potential effects of such substances.
- F. REFUSAL TO SUBMIT TO A REQUIRED TEST: An employee shall not refuse to submit to a reasonable suspicion or follow-up alcohol or drug test.
- G. POSITIVE DRUG OR ALCOHOL TEST: An employee shall not report for duty or remain on duty if the employee has tested positive for alcohol or drugs. An exception is when the use of such drugs is (1) pursuant to physician instructions; (2) the substance does not adversely affect the employee's ability to perform the duties and responsibilities of the job; and (3) the supervisor has been notified prior to the employee reporting for duty.
- H. TAMPERING WITH A REQUIRED TEST: An employee shall not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process.
- I. POSSESSION, TRANSFER OR SALE: No employee shall possess, transfer or sell drugs or alcohol while on City property, in City vehicles or in personal vehicles being used for City business.

6. Testing:

- A. Reasonable Suspicion Testing: In cases in which at least one (1) supervisor, (and another supervisor or employee, if reasonably available under the circumstances) has reasonable suspicion to believe that the employee is adversely affected in any way by controlled substances, the Employer has the right to require the employee to undergo a urine specimen collection or breath alcohol analysis or both. The employee may request to have another employee in the bargaining unit, if available,

accompany the employee to the testing site, but not in the room where the test is being administered.

The "reasonable suspicion" guideline the supervisor (and another supervisor or employee, if reasonably available under the circumstances) should possess is observable abnormal indicators inclusive of but not limited to appearance, behavior, speech, breath odor, attitude or deficiencies in work performance.

All supervisors and Employer representatives designated to determine whether reasonable suspicion exists to require an employee to undergo drug or alcohol testing shall receive training on the physical, behavioral, speech and performance indicators of how to detect reasonable suspicion of alcohol misuse or use of controlled substances. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor must make a written statement of these observations within twenty-four (24) hours of observation. A copy must be provided to a Union officer and the Department Head if an employee is disciplined.

In the event the Employer requires a reasonable suspicion test, the Employer shall provide transportation to and from the testing location.

If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform his or her job until:

1. An alcohol test is administered and the employee's breath alcohol concentration measures no more than 0.00; or
  2. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.
- B. Return to Duty Testing: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who, under the discipline policy, are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse shall not exceed an alcohol concentration of 0.00.
- C. Follow-up Testing: An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed sixty (60) months. The Employer will determine the number and frequency of follow-up testing with input from a Substance Abuse Professional following the employee's return to duty.
- D. Re-Tests: Employees who test positive for drugs may request a second test of the remaining portion of the split sample within seventy-two (72) hours of notification of a positive test result by the Medical Review Officer. The employee shall pay for such testing.

7. Refusal to Take an Alcohol or Drug Test: No employee shall refuse to submit to an alcohol or drug test. A refusal to submit shall include but is not limited to:

- A. Failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing;
- B. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing;
- C. Engaging in conduct that obstructs the testing process.
- D. Refusal to submit to a test shall be considered the same as a positive test result.

8. Confidentiality and Record Retention: Records related to drug and alcohol testing will be maintained in a reasonably secure location with controlled access. These records will be kept separate from records pertaining to other employees.

9. Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests:

- A. Positive Test Result and/or Engaging in Prohibited Conduct: If an employee tests positive for drugs or has an alcohol test indicating a breath alcohol level of .02 or greater from a reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in Section 5, the employee will be immediately removed from duties.

Employees testing positive for alcohol or drugs shall be referred to the City's Employee Assistance program (EAP). The City will provide assistance to the extent covered by the City's employee benefit and leave policies. Discipline is a separate determination by the Employer subject to the just cause standard except that progressive discipline shall not be necessary if the Employer believes the misconduct or offense committed during work hours or on City property or in a personal vehicle being used for City business as a result of the use of alcohol or drugs is serious. Employees are subject to discipline up to and including termination if they refuse to submit to either a urine specimen or breath alcohol analysis in accordance with the provisions of this policy. Employees who come forward prior to any drug or alcohol-related incident shall not be subject to suspension without pay or termination for doing so.

Any employee who tests positive for drugs or alcohol may be subject to disciplinary action, up to and including termination, depending upon the circumstances of the situation. Circumstances, which warrant termination, may include, but are not limited to, incidents where the employee's misconduct resulted in serious injury or serious risk of injury to self or others, serious loss or risk of damage to City property, work performance deficiencies the consequences of which could be serious, or any combination thereof.

In cases where termination is not warranted, the employee will not be permitted to return to work unless he/she:

- 1. Has been evaluated by a qualified Substance Abuse Professional through the City's Employee Assistance program; and,

2. Has properly followed any rehabilitation prescribed if recommended by that Substance Abuse Professional; and,
3. Has a verified negative result on a return-to-duty alcohol test (0.00) and/or drug test.

If an employee is found by professional evaluation to be chemically dependent, following a violation of this policy that would warrant termination of employment, the Employer may, at its discretion and on a case by case basis, dependent upon the circumstances of the violation, the employees' work record and other relevant factors, and in lieu of termination, allow an employee who enters into and completes a recommended inpatient and/or outpatient treatment program to maintain their employment with the City under the terms of a "last chance agreement," the general terms of which will include:

- 1 Completion of a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer;
- 2 Participation and completion of an "aftercare" program as defined by the employee's treatment counselor;
- 3 Periodic, unannounced, unscheduled drug or alcohol testing by the Employer for a period of 60 months, with a minimum of six such unscheduled tests within the first twelve months of returning to work;
- 4 Acknowledgment that any further violation of either the last chance agreement or of the drug and alcohol policy will be grounds for termination.
- 5 Acknowledgment that disciplinary action under the last chance agreement is not grievable.

Other provisions of the last chance agreement will be determined by the Employer, based on the specific circumstances of the violation, the employee's work record and other circumstances and factors relevant to the Employer's determination that absent the "last chance agreement", the termination of the employee's employment is warranted.

If permitted to remain in employment with the Employer, the employee will submit to a return-to-work drug screen urinalysis and alcohol breath test as prescribed by the Substance Abuse Professional and directed by the City of Lynnwood, with results to the Substance Abuse Professional and the Employer. The test may be an observed collection. This test must be negative before returning to work.

Upon completion of the recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as directed by the Employer, with a minimum of six such unscheduled tests within the first twelve months of returning to work.

- B. Discipline: An employee will be subject to appropriate disciplinary action based on just cause up to and including termination from employment if:

1. The employee tests positive for a drug or drugs;
2. Results from an alcohol test indicate a breath alcohol level of 0.02 or greater; and/or,
3. The employee has engaged in prohibited conduct as outlined in Section 5.

In the event that a second positive random drug or alcohol test occurs at any time and is not overturned as a result of a split-sample test, the employee will be terminated.

All employees regardless of disciplinary action taken will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

9. Employee Assistance Program/Voluntary Referral: The Employer supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the Employer of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, shall not interfere with the tests required by this policy. For example, an employee cannot identify himself/herself as unfit to work or drive after having been notified of a random or reasonable suspicion test and avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the Employer.

Sick leave, vacation leave, then leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Reasonable confidentiality of information will be exercised.

## APPENDIX "D" Employee Development, Training and Education

1. Purpose: To establish the City's Training and Education policy for those employees in the AFSCME Local 3035 Bargaining Unit.
2. Policy: The City encourages employee development and continuing education to improve work performance, upgrade present employee skill levels and to develop new skills by providing reimbursement for eligible employees for expenses incurred in job-related continuing education. Annual performance reviews shall address the training needs of the individual employee and provide a plan for training that will support the employee's growth and enhancement of his/her overall work performance. In all instances in which funding or reimbursement is sought for an employee's costs, fees, and expenses for a particular class, course, seminar, or other educational or training program, such participation and reimbursement must be approved in advance by the employee's supervisor, Department Director, and the Mayor.
3. Conditions:
  - A. All City-sponsored or funded training or educational programs are subject to management discretion, City staffing needs, and the availability of budgeted funds.
  - B. Employees receiving educational benefits or payments from some other source, such as VA benefits, may apply to receive reimbursement for any eligible expenditure not otherwise covered. In no circumstances, will the City provide reimbursement, which amounts to more than 100% of the eligible costs of the program.
  - C. Employees eligible for tuition reimbursement for college courses must be regular full- or regular part-time employees, who have completed their probationary periods.
4. Types of Training:
  - A. City-Initiated training: A Supervisor may require an employee to participate in a seminar or educational program when participation in the program is essential for business operations or when it is deemed by the Supervisor that such training is essential to aid the employee in the performance of job duties. These training sessions may be held either off-site or in-house. Such training must be approved in advance by the Department Director. Training sponsored by the City does not require Mayoral approval. All other training must be approved by the Mayor before registration is made. An employee participating in training required by the City will receive regular pay for the training activity and be eligible for reimbursement of normal business travel expenses if applicable. The City will also pay the cost for the training.
  - B. Employee Requested Training: Employees may request the City to pay for their attendance at special classes or seminars offered by area

colleges, business schools, professional organizations, consulting firms and private business. An employee wishing to take a class, seminar, or course, which is not for college credit must complete a "Conference, Seminar and Training Approval" request form. The form must be approved by the employee's supervisor, Department Director and the Mayor prior to enrollment in the class.

Taking formal classroom courses or participating in other self-development activity during non-duty and evening hours is encouraged. However, an employee's participation in an evening or weekend educational program selected by the employee will generally not be considered compensable time unless otherwise approved by the appropriate Department Director and the Mayor. In such cases, salary or travel expenses will generally not be provided. Questions regarding whether attendance should be considered compensable should be referred to the Human Resources Director.

5. Procedure for Requesting Tuition Reimbursement for College Credit:

- A. Tuition reimbursement for job-related college coursework may be approved in certain specific instances. Any college work for which City funds may be requested must first receive an overall plan approval in writing from an employee's Department Director and the Mayor to assure the final outcome is in the interest of the City as well as the employee. If approved, a copy of the approval will be given to the employee, one retained by the supervisor, and one sent to the Human Resources Department.
- B. The City will reimburse the employee for tuition fees including expenses for books and required supplies subject to the following conditions:
  1. The course is a prior approved job-related course offered by a nationally- accredited college or university and has been approved in advance as outlined above.
  2. The employee must provide documented evidence of costs and successful completion of the course by having attained a course grade of "C" (or equivalent) or better or "Pass" in a pass/fail environment.
  3. The employee has completed the course while remaining on the payroll as an active regular full-time or regular part-time employee, who has completed his/her probationary period.
  4. The course is considered conventional course work or independent study, as opposed to credit for "life experience."
- C. All receipts for payments are to be attached to the request for reimbursement.

6. Termination of Employment:

If an employee voluntarily terminates employment within twenty-four (24) months after receipt of tuition reimbursement funding, the employee shall reimburse the City for the amount expended or a prorated portion thereof.

7. Optional Peer and Subordinate Development Process:

- A. A supervisor or employee may develop or identify training needs through a variety of formal and informal sources. Recommendations from other City employees and employees in similar positions at other agencies are often good sources of training and development ideas and recommendations. Optional peer and/or subordinate reviews are offered as a tool for employee development.
- B. Either the supervisor or the employee may request participation in a peer or subordinate review process as part of employee development. In addition, the Division Director, Department Director, or Mayor may request the peer or subordinate review process. In the event this additional process is used, input will be used solely as a tool for development purposes only.
- C. The rater and the employee being reviewed may suggest names of subordinates and/or peers to complete the input forms. The peer input process need not be limited to input from employees within the same department. The final list of evaluators would be the result of joint agreement between the rater and the employee being rated.
- D. If employees of another department are chosen to complete the peer input form, permission from those employees' Department Directors or their designees shall be received prior to the forms being sent out.
- E. Evaluation forms will be completed and returned to the employee by all employees who wish to give input. Participation is not mandatory. The evaluating employee may elect to sign or not sign the completed form.
- F. The employee has the sole discretion on how to use the input forms and may provide information to their supervisor or choose not to share it during the first year of this policy's implementation. After that point, the employee will be required to share the data with their supervisor so specific development goals may be considered.
- G. The City will not permit retaliation against anyone who participates in a peer or subordinate review and development process.

**APPENDIX "E" Commute Trip Reduction Subsidy**

**MEMORANDUM OF AGREEMENT**

by and between

CITY OF LYNNWOOD, WASHINGTON

and

WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES

LOCAL UNION NO. 3035

(Representing the Professional, Technical and Clerical Employees)

This is supplemental to the LABOR AGREEMENT agreed to by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES LOCAL UNION NO. 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

WHEREAS the City encourages employees to use alternative modes of transportation to alleviate traffic congestion within the City through a Commute Trip Reduction subsidy outlined in Lynnwood Municipal Code 2.50.030, as amended by ordinance 2922 on October 24, 2011;

NOW THEREFORE, it is understood and agreed by and between the Employer and the Union that the Commute Trip Reduction subsidy shall continue as stated in LMC 2.50.030 as amended by ordinance 2922 on October 24, 2011.

The parties confirm their agreement to the above terms and conditions through the signatures of the respective parties below:

WASHINGTON STATE COUNCIL OF CITY  
AND COUNTY EMPLOYEES, Local  
3035, affiliated with the American Federation  
of State, County, and Municipal Employees

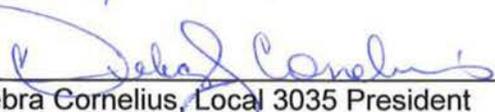
CITY OF LYNNWOOD, WASHINGTON

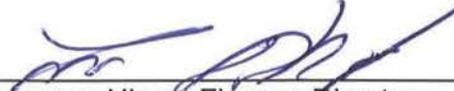
By   
By: Pat Thompson, Staff Representative

By   
Nicola Smith, Mayor

Date 6/20/14

Date 6-23-14

By   
Debra Cornelius, Local 3035 President

By   
Lorenzo Hines, Finance Director

Date 6-13-14

Date 6/24/14

**APPENDIX "F" Review of Salary Data**

MEMORANDUM OF UNDERSTANDING by and between CITY OF LYNNWOOD, WASHINGTON and WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES LOCAL UNION NO. 3035 (Representing the Professional, Technical and Clerical Employees)

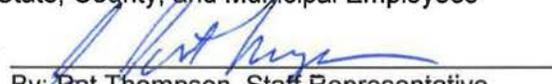
This Memorandum of Understanding (MOU) is supplemental to the 2014-2016 COLLECTIVE BARGAINING AGREEMENT (CBA) by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES LOCAL UNION NO. 3035, affiliated with the American Federation of State, County, and Municipal Employees, hereinafter referred to as the Union.

WHEREAS, the parties mutually desire to review wages in comparison to other organizations in the next contract negotiation,

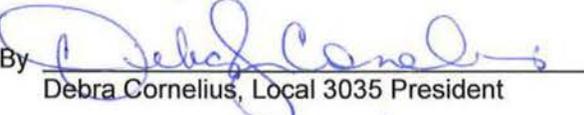
IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN THE EMPLOYER AND THE UNION THAT:

The parties agree to review salary data from comparable jurisdictions during the last year of the 2014 – 2016 contract. Commencing 7/1/2016, either negotiating team may submit salary data for consideration in the successor contract negotiations. The parties may use the labor management committee to work on such things as a salary survey document for collection of data; however, both parties acknowledge that any actual changes in compensation will be the result of collective bargaining for a successor contract.

WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES, Local 3035, affiliated with the American Federation of State, County, and Municipal Employees

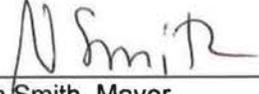
By   
By: Pat Thompson, Staff Representative

Date 6/20/14

By   
Debra Cornelius, Local 3035 President

Date 6-13-14

CITY OF LYNNWOOD, WASHINGTON

By   
Nicola Smith, Mayor

Date 6-23-14

By   
Lorenzo Hines, Finance Director

Date 6/24/14

## MEMORANDUM OF UNDERSTANDING

By and between  
CITY OF LYNNWOOD, WASHINGTON (The City)  
And  
WASHINGTON STATE COUNCIL OF CITY AND COUNTY EMPLOYEES  
LOCAL UNION NO. 3035 (The Union)  
(Representing the Professional, Technical and Clerical Employees)

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This Memorandum of Understanding (MOU) serves the purpose of clarifying how the lump sum payment for red lined employees will be executed as agreed to in Appendix A of the 2014 labor agreement.

WHEREAS, the City and the Union agreed upon the following lump sum payment schedule, and;

<b>The 2014 the contractual wage adjustment is 1.58%. One half of that is 0.79%. Therefore: If the 2014 portion of the contractual wage adjustment a redlined employee receives after the top step moves is:</b>	<b>Then the 2014 lump sum % of annual salary based on scheduled hours of work would be:</b>
0%	0.79%
0.10%	0.69%
0.20%	0.59%
0.30%	0.49%
0.40%	0.39%
0.50%	0.29%
0.60%	0.19%
0.70%	0.09%
0.79%	0.00%

WHEREAS, the City and the Union recognize that wages cannot be paid in advance;

NOWHEREFORE, it is understood and agreed by and between the Employer and the Union that:

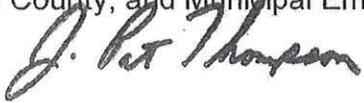
1. Lump sum payments for red lined employees will be split into two payment periods. The first period will be from January 1, 2014 to June 30, 2014 and the second payment period will be from July 1, 2014 to December 30, 2014. The first lump sum payment will be made on August 8<sup>th</sup>, 2014 and the second lump payment will be made on January 9, 2015. The lump sum amount will be subject to the usual payroll deductions.
  - a. Employees who are not employed on the specific day this MOU is signed by both parties are not eligible.

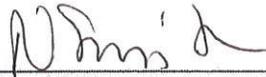
- b. Following signing, the lump sum payments will be paid on the first available pay date after payroll personnel has completed the work necessary to make the payments. That pay date will be communicated in advance to the Union.

The parties confirm their agreement to the above terms and conditions of this Agreement through the signatures below.

WASHINGTON STATE COUNCIL OF CITY  
AND COUNTY EMPLOYEES, Local  
3035, affiliated with the American Federation  
of State, County, and Municipal Employees

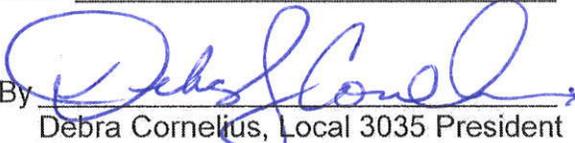
CITY OF LYNNWOOD, WASHINGTON

By   
Pat Thompson, Staff Representative

By   
Nicola Smith, Mayor

Date 8-1-2014

Date 8 / 1 / 2014

By   
Debra Cornelius, Local 3035 President

Date 8-1-14

AFSCME Rates of Pay Effective January 1,  
2016

	Steps						
Grade	1	2	3	4	5	6	7
211	16.86	17.54	18.25	18.98	19.73	20.52	21.34
212	18.14	18.85	19.62	20.40	21.22	22.06	22.96
213	19.49	20.28	21.10	21.92	22.80	23.72	24.66
214	20.96	21.80	22.67	23.58	24.52	25.51	26.52
215	22.64	23.54	24.48	25.46	26.48	27.55	28.64
216	24.45	25.42	26.45	27.51	28.60	29.74	30.93
217	26.41	27.46	28.56	29.70	30.88	32.14	33.40
218	28.52	29.66	30.84	32.07	33.36	34.69	36.07
219	30.80	32.02	33.31	34.64	36.02	37.47	38.97
220	33.26	34.58	35.97	37.42	38.91	40.47	42.09
221	35.92	37.36	38.86	40.41	42.02	43.70	45.46