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AGREEMENT

by and between

CITY OF LYNNWOOD

and

LOCAL UNION NO. 763

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

Representing the Public Works and Parks Employees

January 01, 2016

through

December 31, 2018

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ARTICLE 1
PREAMBLE

THIS AGREEMENT is by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The Interest Based Bargaining process included herein a thorough and cooperative discussion of the Collective Bargaining Agreement. All sections of the Agreement were considered for amendments and reformatted for readability and clarity. Intent and meaning of each part of the Agreement was acknowledged. Changes were made throughout the Agreement as bargained and agreed to. Both Management and the Union are in agreement that the amended Agreement, in whole, fulfills its purpose.

ARTICLE 2
PROBATION

2.1 Probation Period - Employees shall be subject to a twelve (12) month probation period commencing with their date of hire. During this period, the Employer shall be under no obligation to retain in its employment an employee on probation; provided however, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

2.1.1 Discharge of an employee during his probation period shall not be subject to the grievance procedure.

2.1.2 In the event a new employee is retained after the probation period, the date of his hire shall be considered his anniversary date of employment.

ARTICLE 3
RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

3.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the employees of the Public Works and Parks Department who are employed as follows:

Included - All employees of the Employer, in the Departments of Public Works and Parks, employed in Appendix "A" classifications within the Water, Sewer, Treatment Plant, and Streets Divisions and Parks Department. The classifications are further recognized as follows:

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Regular Full-Time Employee – Defined as an employee who is routinely scheduled to perform bargaining unit work on a full-time basis of 40 hours a week for 12 months a year. Regular full-time employees are entitled to all articles/sections contained in the Collective Bargaining Agreement (CBA).

Regular Part-Time Employee – Defined as an employee who has completed 1,040 hours of work in a calendar year of service. Regular part-time employees are entitled to all articles/sections of the CBA except Sections 14.3 Callback, 14.4 and 14.4.1 Standby, and 14.4.2 PIC; however, some benefits may be pro-rated based on routinely working less than 40 hours a week. Upon achieving Regular Part Time employment status, employees shall be moved into a Maintenance Worker I classification within the pay scale identified in Appendix A.1. The calculation of the 12 month probation period shall include time worked as a Part Time employee, provided there has been no break in service.

Part-Time Employee – Defined as an employee who is routinely scheduled to perform bargaining unit work, and has worked in excess of 346 hours but less than 1,040 hours in a calendar year. Once an employee exceeds the 346 hour threshold and becomes a Union member, if they terminate employment for any reason and are then rehired in a Union position, the employee resumes Union membership at hire and is not required to re-earn the 346 hour threshold. Part-time employees are covered by some contract provisions upon completing 346 hours in the work year and then more contract provisions upon completing the probation period pursuant to Article 2 as follows:

Article and/or Section	Brief Summary	Upon Completion of 346 Hours	Upon Completion of Probation Period
1	Preamble	Apply	Apply
2	Definitions	Apply	Apply
3	Recognition	Apply	Apply
4	Management Rights	Apply	Apply
5	Union Security	Apply	Apply
6	No Strike	Apply	Apply
7	Holidays	Does not Apply	Does not Apply
8	Vacation	Does not Apply	Does not Apply
9	Sick Leave	Does not Apply	Does not Apply
10	Other Leaves	Does not Apply	Does not Apply
11	Health and Welfare	Does not Apply	Does not Apply
12	Workers Comp	Apply	Apply
13.1	Hours of Work	Does not Apply	Does not Apply

Article and/or Section	Brief Summary	Upon Completion of 346 Hours	Upon Completion of Probation Period
13.1.1, 13.1.2	Rest and Meal Periods	Apply	Apply
13.1.3, 13.2	Change in Starting Time, Alternative 12-Hour Shifts	Does not Apply	Does not Apply
14.1	Classifications	Apply	Apply
14.2 – 14.4	Longevity, Callback, Standby, PIC	Does not Apply	Does not Apply
14.5 – 14.5.1	Overtime Regular Full Scheduling and computation	Does not Apply	Does not Apply
14.5.2, 14.5.2.1	Overtime Part Time and computation	Apply	Apply
14.5.3 – 14.11	Double rate overtime, non-pyramiding, emergency conditions, comp time; premium pay; CDLs, pay for performance.	Does not Apply	Does not Apply
15	Classifications and Pay Ranges	Does not Apply	Does not Apply
16	Disciplinary Action	Does not Apply	Apply
17	Grievance Procedure	Applies for grievances related to Appendix A.2 only.	Applies for grievances related to Appendix A.2 only.
18	Training	Apply	Apply
19	Seniority	Apply	Apply
20	Layoff and Recall	Apply	Apply
21.1	Maintenance of Standards	Apply	Apply
21.2	Standards of Performance	Apply	Apply
21.3	Footwear	Does not Apply	Does not Apply
21.4	Uniforms	Does not Apply	Does not Apply
21.4.1	Uniforms or Footwear	Apply	Apply
21.5	Vehicle Use	Apply	Apply
22	Savings Clause	Apply	Apply
23	Term	Apply	Apply
Apx. A.1	Hourly Rates	Does not Apply	Does not Apply
Apx. A.2	Hourly Rates	Apply	Apply
Apx. B	Drug Testing	Apply	Apply

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1 **Statement of Intent:** The 2007 Interest Based Bargaining process included a thorough
2 and cooperative discussion of the Management Rights section of the bargaining
3 agreement. Intent and meaning of each part of the Management Rights section were
4 acknowledged. Some changes were made to help give clarity to the overall intent of the
5 section and both Management and the Union are in agreement that the amended section,
6 in whole, fulfills its purpose. (Language left in CBA for historical purposes)
7

8 ARTICLE 5

9 UNION SECURITY, REPRESENTATION AND BUSINESS
10

11 5.1 **Union Membership** - It shall be a condition of employment that all
12 employees of the Employer covered by this Agreement who are members
13 of the Union in good standing on the effective date of this Agreement shall
14 remain members in good standing and all employees covered by this
15 Agreement who are hired on or after its effective date shall, on or before the
16 thirtieth (30th) day following the beginning of such employment, become
17 and remain members in good standing in the Union or pay an amount of
18 money equivalent to the regular Union dues and initiation fee as provided
19 by law.
20

21 5.1.1 In the event an employee fails to meet the requirements set forth in Section
22 5.1, the Union may give the Employer a reminder of this fact, with a copy to
23 the employee. The employee shall comply within fourteen (14) calendar
24 days of receipt of such reminder.
25

26 5.2 **Union Notification** - Within fifteen (15) days from the date of hire of a new
27 regular employee, the Employer shall forward to the Union the name,
28 address, classification and wage of the new employee. The Employer shall
29 notify the Union of all employees leaving its employment within thirty (30)
30 days of separation.
31

32 5.2.1 **Union Notification for Part-Time Employees** - Within fifteen (15) days from
33 the date of union eligibility as set forth in Article 3, the Employer shall
34 forward to the Union the name, address, classification and wage of the
35 employee. The Employer shall notify the Union of all Union employees
36 leaving its employment within thirty (30) days of separation.
37

38 5.3 **Payroll Deduction** - The Employer, upon the written authorization of an
39 employee within the bargaining unit, shall deduct from the pay of such
40 employee the monthly amount of dues, initiation fees, and delinquent dues
41 and initiation fees as certified by the Union and shall transmit the same to
42 the Union. The employee shall have the right to withdraw authorization for
43 deductions at any time.
44
45

- 1 5.4 Non-Discrimination - The Employer shall not discriminate against an
2 employee for exercising his rights under the law or upholding Union
3 principles and any employee who works under the instructions of the Union
4 in the administration of this Agreement, or who serves on a committee for
5 such purpose, shall not lose his job or be discriminated against for this
6 reason; provided however, such activities shall not interfere with the
7 employee's duties.
8
- 9 5.4.1 The Employer and the Union shall ensure that the administration and
10 application of the terms and conditions of employment included in this
11 Agreement shall not be in contravention of Federal or State law governing
12 employment discrimination.
13
- 14 5.4.2 Wherever words denoting a specific gender are used in this Agreement,
15 they are intended and shall be construed so as to apply equally to either
16 gender.
17
- 18 5.5 Union Visitation of Employer Premises - A representative of the Union,
19 named in writing to the Employer by the Secretary-Treasurer of the Union,
20 may have access to the premises of the Employer for the purpose of
21 administering the provisions of this Agreement; provided however, there
22 shall be no interruption of any employee's work.
23
- 24 5.6 Bulletin Boards - The Employer shall provide suitable space for a Union
25 bulletin board at each work facility. Postings by the Union on such boards
26 shall be confined to official business of the Union.
27
- 28 5.7 The City and the Union are required to bargain any new collective
29 bargaining agreement "in good faith". Both parties are required to meet at
30 reasonable times, to confer, and negotiate with the goal of reaching an
31 agreement in a timely manner.
32
- 33 5.7.1 It is agreed that each unit/division represented by a Shop Steward
34 (Streets/Storm Water, Water/Sewer/Water Quality, WWTP, and Parks) may
35 have a representative actively participating in the negotiations process to
36 support the interests of the individual work units.
37
- 38 5.7.2 While it is understood that the City is not willing to agree to unlimited paid
39 release time for the duration of all negotiations, and while the Union team
40 understands the city's desire for limitations, it is also understood that if the
41 Union team is not able to negotiate during paid time, they either lose
42 compensation or are forced to use accrued paid leave to make up the pay
43 difference. The management team is not faced with the same consequence
44 since collective bargaining is an employer directed job responsibility.
45
46

1 5.7.3 The Employer, therefore, agrees to provide paid release time to each
2 Teamsters member who serves on the negotiations team during their
3 regularly scheduled working hours at straight time, up to a maximum of
4 twenty two (22) scheduled negotiation meetings of four (4) hours each. In
5 the event the negotiations exceed twenty two (22) meetings, both parties
6 agree to subsequent negotiation meetings being held at the Teamsters
7 Headquarters Building (currently in Tukwila, WA), on mutually agreeable
8 dates. The set number of negotiation meetings can be altered with the
9 mutual agreement of both the Union and the Employer.
10

11 ARTICLE 6
12 NO STRIKE OR LOCKOUT
13

14 6.1 The Union agrees that there shall be no strikes, sympathy strikes,
15 slowdowns, or stoppage of work, or any interference with the efficient
16 management of the Public Works and Parks Departments provided all terms
17 of this Agreement are in effect. Any or all employees who violate any of the
18 provisions of this Article may be discharged or otherwise disciplined.
19

20 ARTICLE 7
21 HOLIDAYS
22

23 7.1 Regular employees shall receive the following holidays off with eight (8)
24 hours compensation at their regular rate of pay:
25

26	New Year's Day	1st day of January
27	Martin Luther King Day	3rd Monday of January
28	President's Day	3rd Monday of February
29	Memorial Day	Last Monday of May
30	Independence Day	4th of July
31	Labor Day	1st Monday of September
32	Veteran's Day	11th day of November
33	Thanksgiving Day	4th Thursday of November
34	Day following Thanksgiving	Day after Thanksgiving Day
35	Day Before Christmas	24th of December
36	Christmas Day	25th of December
37	Floating Holiday	Statutory Floating Holiday to be 38 scheduled with Department 39 Director approval on an individual 40 basis after employee has 41 completed six (6) months of 42 continuous service. 43 44

1 7.1.1 Regular Part-Time employees who are recognized by the Union per Article
 2 3 shall receive a paid day off the job for all recognized holidays described
 3 above. If a Regular Part-Time employee is working less than a full time
 4 schedule, holidays will be pro-rated (example: If an employee works 20
 5 hours per week, he/she would receive a 4 hour holiday instead of an 8 hour
 6 holiday).
 7

8 7.2 If the date of any of the afore-referenced holidays should be changed, the
 9 new date shall be deemed a holiday and any such holiday falling on Sunday
 10 shall be observed on the following Monday, with the exception of December
 11 24th. When December 24th falls on a Sunday, it shall be observed on the
 12 following Tuesday; and when December 24th falls on Friday, it shall be
 13 observed on the preceding Thursday. A holiday falling on Saturday shall be
 14 observed on the preceding Friday. In addition any day or portion thereof
 15 may be designated as a holiday by the City Council.
 16

17 7.3 An employee shall receive the holiday pay only if he is in a paid status on
 18 his normally scheduled work day before and his normally scheduled work
 19 day after the holiday.
 20

21 7.4 Any work performed by an employee on any of the afore-referenced
 22 holidays (observed or actual) shall be paid at the overtime rate, excluding
 23 the statutory floating holiday. No employee shall be called on such holiday
 24 for less than four (4) hours, except those personnel on Standby Duty.
 25

26 ARTICLE 8
 27 VACATION LEAVE
 28

29 8.1 Vacation
 30

31 The vacation accrual schedule for all regular full-time employees shall be
 32 as follows:
 33

Vacation Years of Service	Vacation Number of Working Days	No. Working Hours/Year
After 6 months	6	48
1 year	12	96
2 years	12	96
3 years	12	96
4 years	12	96
5 years	16	128
6 years	16	128
7 years	16	128
8 years	16	128
9 years	16	128
10 years	19	152

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<u>Vacation Years of Service</u>	<u>Vacation Number of Working Days</u>	<u>No. Working Hours/Year</u>
<u>11 years</u>	<u>19</u>	<u>152</u>
<u>12 years</u>	<u>19</u>	<u>152</u>
<u>13 years</u>	<u>19</u>	<u>152</u>
<u>14 years</u>	<u>19</u>	<u>152</u>
<u>15 years</u>	<u>22</u>	<u>176</u>
<u>16 years</u>	<u>22</u>	<u>176</u>
<u>20 years or thereafter</u>	<u>25</u>	<u>200</u>

8.1.1 The vacation accrual schedule for all Regular Part-Time employees recognized per Article 3 shall be the same as Section 8.1 but will be pro-rated based on the number of normally scheduled hours worked (for example: if the employee normally works 20 hours per week, 50% of the vacation accrual contained in Section 8.1 will be earned.)

8.2 Employees who have a family emergency may use vacation leave or sick leave if applicable if the employee's presence is required. Notice that is normally required for vacation leave shall be waived, upon approval of the Employer.

8.3 A vacation shall not be taken until after the completion of six (6) full calendar months of service. An employee's vacation accruals shall be based on his anniversary date of Regular Full-Time or Regular Part-Time employment with the Employer.

8.4 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the respective department.

8.5 Vacation time shall be taken within the twelve (12) month period following the period for which it is accumulated and may not be extended beyond twice the annual rate without approval of the Mayor.

Example:

Seven (7) year employee accrued one hundred twenty (128) hours annual vacation.

$$128 \times 2 = 256 \text{ hours}$$

The maximum which may be accumulated without the approval of the Mayor would be two hundred fifty-six (256) hours.

1 8.6 Upon termination, an employee shall be entitled to regular compensation
2 for any earned vacation leave accrued but not used less any monies due
3 the Employer. Such monies shall be paid in his final paycheck due the next
4 regular pay period after the effective day of termination.
5

6 ARTICLE 9
7 SICK LEAVE, FITNESS FOR DUTY, AND DISABILITY INSURANCE
8

9 9.1 Sick Leave - Regular full-time employees shall accumulate sick leave pay
10 at the rate of one (1) day for each completed calendar month of service.
11 Accumulated sick leave pay shall be paid at the rate of eight (8) hours per
12 day at the employee's regular straight-time hourly rate of pay from and
13 including the employee's first working day absent. Regular employee
14 attendance shall be a condition of continued employment. It shall be the
15 employee's responsibility to be at work, on time, unless the employee has
16 a bona fide emergency or an injury/illness occurs. Employees who fail to
17 maintain acceptable attendance records shall be subject to disciplinary
18 action up to and including discharge.
19

20 9.1.1 Sick Leave for Regular Part-Time -- Regular part-time employees shall
21 accumulate sick leave pay on a pro-rated basis based on the number of
22 hours normally scheduled (for example: if the employee normally works 20
23 hours per week, 50% of the sick leave accrual contained in Section 9.1 will
24 be earned.)
25

26 9.1.2 The Employer retains the right to require employees to be examined by a
27 physician selected by the Employer when employees are receiving Labor
28 and Industry benefits or upon return from an on-the-job injury of three (3)
29 consecutive days or more. An employee who fails to comply shall be subject
30 to disciplinary action up to and including discharge. Health care information
31 about employees will be maintained in accordance with state and federal
32 health care privacy laws.
33

34 9.1.3 The Employer retains the right to require any absent employee to present
35 verification from a provider of health care service of the reason for such
36 absence from work; provided, (1) the employee has used over fifty (50)
37 hours of sick leave during the most recent twelve (12) month period and
38 additional sick leave is requested, or (2) the employee has previously been
39 advised in writing of the Department Heads intent to require verification.
40 Employees who fail to present such certification when required by the
41 Employer shall be subject to disciplinary action up to and including
42 discharge. Absences due to on-the-job injuries (L&I), Family and Medical
43 Leaves, a true medical emergency of the employee's immediate family (as
44 defined by Section 10.2), Bereavement Leave and/or Wellness Incentive
45 Program shall not be included in the calculation of sick leave usage for the
46 purposes of this provision.

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9.1.4 Any employee dishonestly claiming sick leave benefits shall be subject to disciplinary action up to and including discharge.

9.1.4.1 Paid Sick Leave:

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 in RCW 49.12.270, of the employee with a health condition requiring treatment or supervision.
5. To care for a spouse, parent, parent-in-law, grandchild under the age of 18 and in the employee's care, grandparent, or any other person who is a legal dependent of the employee or the employee's spouse or domestic partner 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).

Employees at the direction of the Department Head or designee shall further be required to obtain a physician's verification of illness/injury when their illness, injury, or disability or the care of a qualified family member requires them to be absent from work, in accordance with state law.

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9.1.5 The amount of sick leave benefit utilized when coordinated with State Industrial Insurance and/or any other disability payments which may be provided by this Agreement shall not exceed the employee's regular straight-time hourly rate of pay times eight (8) hours, or, for regular part-time employees, times the number of hours normally worked.

9.1.6 Sick leave time which is used by an employee shall be deducted from his accumulated sick leave time. Accrued but unused sick leave shall be converted to pay on the following basis:

Termination - voluntary, (provided two (2) weeks' notice is given) or discharge Twenty percent (20%) of up to seven hundred twenty (720) hours unused sick leave.

Termination (by layoff) Thirty-three percent (33%) of up to seven hundred twenty (720) hours unused sick leave.

Retirement (or death) One hundred percent (100%) of the first one hundred ninety-two (192) hours unused sick leave. Thirty-three percent (33%) of balance of up to five hundred twenty-eight (528) hours.

9.1.7 Wellness Incentive - Employees who use ten (10) hours or less sick leave during the first half or second half of a calendar year or for those employees that work a shift in excess of 10 hours and use up to the number of hours in their regular shift 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 his earned sick leave. Eligible Regular Part Time employees opting to receive the Wellness Incentive shall do so on a prorated basis relative to the normal scheduled hours of work. The Employer shall notify eligible employees in a timely manner.

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ARTICLE 10
OTHER LEAVES

10.1 Jury Duty - An employee who is called upon for involuntary jury service in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein, for any loss of wages while actually performing such service; provided however, he shall exhibit to the Employer his properly endorsed check and permit the Employer to copy the check or voucher he received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular straight-time hourly rate of pay during the regular working hours he missed while performing such service. If the employee is released from jury duty with sufficient time to work one-half (1/2) day or more, he shall report to work that day provided the work schedule allows.

10.2 Bereavement Leave - An employee who has a member of his "immediate family" taken by death shall receive three (3) days off with pay as bereavement leave. "Immediate family" shall be defined as spouse, children, parents, siblings, grandparents, mother-in-law, father-in-law or grandchildren, by blood, marriage, domestic partnership, or legal adoption, with up to three (3) additional days off charged to sick leave if travel is necessary. Such additional sick leave may be requested and taken for bereavement, subject to the approval of the Mayor or his designee.

10.3 Leave of Absence - Employees may be granted a leave of absence without pay due to illness, injury or other legitimate reasons. The period of such leave of absence shall not exceed six (6) months, unless otherwise approved by the Employer. An employee who is on such leave of absence shall cease to accrue sick leave, vacation, holiday leave, health and welfare benefits, or any other benefits cited under the provisions of this Agreement. However, the employee may, at his option and expense, continue health and welfare benefits during the period of such leave of absence as long as allowed by the insurance carrier(s). Such leaves shall not constitute a break in service but no seniority benefits shall accrue during the leave of absence. Upon his return, the employee shall be assigned to the same position or to an equivalent position occupied before the leave.

10.4 Family Leave - Employees shall also be eligible for Family Medical Leave without pay as provided by the Family Medical Leave Act and under applicable City policies.

10.4.1 Family and medical leave eligibility will be calculated using a rolling 12-month period from the start date of the family leave.

ARTICLE 11
HEALTH AND WELFARE

11.1 Medical and Dental Insurance The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the following insurance plans:

Dental Insurance for 2016, 2017, and 2018 -

- Association of Washington Cities Dental Plan F
- Willamette Dental Service

Medical Insurance for 2016 and 2017 -

- Association of Washington Cities (AWC) HealthFirst Medical Plan
- Group Health \$10 co-pay plan

Medical Insurance for 2018 -

- AWC HealthFirst 250 Plan
- Group Health \$20 co-pay plan
- Group Health Access PPO plan
- High Deductible Health Plan Option

As soon as administratively practical following ratification of this Agreement, the Employer will offer the AWC Regence High Deductible Health Plan (HDHP) with Health Savings Account (HSA). The Employer will pay each month 100% of the premium necessary for the purchase of employee and dependent coverage under the HDHP with HSA plan. In addition, the Employer will contribute the following annual amounts to the employee's HSA.

Employee Only:	\$1500
Employee plus 1 dependent:	\$2000
Employee plus 2 dependents:.....	\$2500
Employee plus 3 dependents:.....	\$3000

HSA contributions will be paid monthly. Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax. The Employer's total contribution to an employee's HDHP premium plus HSA will not exceed the amount the Employer would otherwise pay for that employee to enroll in the most costly other plan available to members of the bargaining unit (e.g., HealthFirst in 2016-2017 and HealthFirst 250 in 2018).

- 1 11.1.1 If during the life of this Agreement the plan(s) identified in Section 11.1 are
2 no longer available, the parties shall meet to negotiate a mutually agreeable
3 replacement plan(s). The Union agrees to appoint a representative to
4 participate in any City-wide insurance committee, if convened, during the
5 term of this Agreement.
6
- 7 11.1.2 Maintenance of Benefits - The Employer retains the right to determine the
8 provider of any and all of the insurance coverages set forth within this
9 Article; provided however, there shall be no reduction in benefits, provided
10 that benefit changes made by the insurer or by the Association of
11 Washington Cities Benefits Trust Board outside the control of the City, shall
12 not be prohibited. Further, the Employer may not substitute a non-indemnity
13 plan (i.e. HMO) for any of the health care plans provided for by this Article.
14
- 15 11.2 Vision Insurance - The Employer shall pay each month one hundred percent
16 (100%) of the premium necessary for the purchase of employee coverage
17 under the existing vision care plan. Employees may enroll their spouses
18 and dependents at their own expense to receive coverage under the Vision
19 Service Plan.
20
- 21 11.3 Life Insurance for Regular Full Time Employees: - The Employer shall pay
22 each month one hundred percent (100%) of the premium necessary for the
23 purchase of a life insurance policy for each employee, which shall provide
24 for a beneficiary of such policy as designated by the employee. The face
25 value shall be equal to the employee's annual salary, to a maximum of fifty
26 thousand dollars (\$50,000.00). The Employer shall continue the present
27 practice of paying ninety percent (90%) of the premium necessary for the
28 purchase of dependent coverage.
29
- 30 11.4 Long Term Disability Insurance for Regular Full Time Employees - The
31 Employer shall pay each month one hundred percent (100%) of the
32 premium necessary for the purchase of employee coverage under the
33 current long term disability insurance plan.
34
- 35 11.5 Payroll Deduction: Short Term Disability and/or Supplemental Life
36 Insurance - The City shall, after signing necessary documents consistent
37 with the obligation set forth in this section, make monthly contributions from
38 the base salary of each employee to a mutually acceptable carrier for a
39 Short Term Disability and/or Supplemental Life Insurance Policies for those
40 members who agree to participate. The carrier is selected through the
41 City's bid process and agreed to by the union. This benefit shall remain
42 separate and apart from any other City benefit. The employee contribution
43 shall be deducted from each participating employee's paycheck. No
44 employer match is required. The City shall commence the deductions only
45 upon receipt by the City of a signed payroll deduction from each
46 participating employee covered under this Agreement. Except for the willful

1 disregard by the City of its obligations under this section, the Union shall
 2 indemnify, defend, and hold harmless the City against any and all claims,
 3 demands, suits or other forms of liability (monetary or otherwise) and for all
 4 legal costs that shall arise out of or by reason of action taken or not taken
 5 by the City in complying with the provisions of the article. For those existing
 6 employees that have not elected this optional benefit, they may only do so
 7 during the annual open enrollment period.
 8

9 11.6 Voluntary Long Term Care Insurance for Regular Full Time Employees –
 10 The Employer shall make available, through voluntary payroll deduction, a
 11 Long Term Care Insurance program to all Regular Full Time members
 12 covered under this Agreement. Employee voluntary contributions shall be
 13 deducted from each participating employee’s paycheck. No employer
 14 match is required. The City shall commence the deductions only when
 15 authorized in writing from each employee who volunteers to participate.
 16 Except for the willful disregard by the City of its obligations under this
 17 section, the Union shall indemnify, defend and hold harmless the City
 18 against any and all claims, demands, suits or other forms of liability.
 19

20 11.7 Waiver of Dual Coverage Incentive Program – When an employee has
 21 family members (spouse and/or eligible dependents) covered under the City
 22 of Lynnwood medical insurance program and when the employee’s family
 23 members are also covered by another comprehensive health insurance
 24 plan provided by an insurance plan other than the City’s, the employee is
 25 said to have “dual coverage.” Under the City’s program, Teamsters Regular
 26 Full-Time employees are able to waive this dual coverage. This means that
 27 they can choose not to have coverage for their eligible family members and
 28 will receive a monthly financial incentive as follows:
 29

DEPENDENT CATEGORY	EMPLOYEE INCENTIVE PER MONTH	EMPLOYEE INCENTIVE PER YEAR
Spouse or First Dependent	\$75.00	\$900.00
Additional Dependent	\$50.00	\$600.00
Additional Dependent	\$50.00	\$600.00

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- o Maximum incentive amount = \$175.00 per month or \$2,100 per year.
 - o Incentive amounts are payable monthly in accordance with the City program.
 - o Incentive payments will only be made if there is a decrease in the actual premiums the City is paying (for example, if an employee has three children on the City of Lynnwood medical coverage and they drop one child, there is no change in the premium. Therefore, they would not be eligible for incentive pay).
 - o The program is voluntary.

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- o The program is limited to medical coverage and does not apply to dental or vision.
- o Employees must verify proof of dual coverage.
- o Tricare-eligible family members are not eligible to opt-out.
- o Participation in the program will continue until the family member re-enrolls in the City's medical plan or the family member is no longer eligible for City of Lynnwood medical coverage.

In addition to the above, all scope/limitation criteria contained in the City's program is applicable to this benefit provided to Union members.

**ARTICLE 12
WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS**

12.1 The Employer retains the right to pay the health and welfare insurance premiums for the employee and his dependents in the event the employee is seriously ill or injured and unable to work. This matter shall be reviewed on a case-by-case basis.

12.2 On-the-Job Injury - An employee injured on the job and entitled to benefits or payments under Worker's Compensation shall receive the difference between the benefits and payments received by the employee under such Workers' Compensation and his regular straight-time hourly rate of pay that he would have otherwise received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee remains employed with the City. An employee who is on Workers' Compensation, and no longer on compensated status with the Employer shall cease to accrue sick leave, vacation, holiday leave, or any other benefits cited under the provisions of this Agreement.

**ARTICLE 13
WORK SCHEDULES**

13.1 Hours of Work - The regularly scheduled hours of duty shall be established by the Employer over a seven (7) day week and shall not exceed forty (40) hours. Time cards shall be signed by the individual and his immediate supervisor as a record of all hours worked. The work days shall be scheduled consecutively unless otherwise agreed by the employee. Normal work schedules for each employee shall be posted in their respective work areas and shall include the start time, end time, and scheduled holidays off. The employer may establish an alternative work schedule to meet seasonal or other special needs with 2 weeks notice prior to the start of the alternative schedule.

1 13.1.1 Rest Periods - Employees shall receive a fifteen (15) minute rest period, on
2 the Employer's time, for each four (4) hours of working time. Unless
3 otherwise allowed, rest periods shall be taken at the job site.
4

5 13.1.2 Meal Period - Employees shall receive a thirty (30) minute meal period
6 which shall be on the employee's own time and which shall commence no
7 less than three (3) nor more than five (5) hours from the beginning of the
8 shift.
9

10 13.1.3 Change in Starting Time - An employee shall be notified of a change in his
11 normal working schedule at least forty-eight (48) hours prior to the effect of
12 such change. In the event an employee's work schedule is changed with
13 less than forty-eight (48) hours' notice prior to the effect of such change, the
14 employee shall be paid one and one-half (1-1/2) times his regular straight-
15 time hourly rate of pay for all hours worked outside his normal work
16 schedule and within the forty-eight (48) hour period of such notice.
17

18 13.2 Alternative 12-hour work shifts
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20 Where applicable and at the City's discretion the City of Lynnwood may
21 implement 12-hour Alternative work shifts. The intent of 12-hour shifts would
22 be to create a regular schedule including consistent days on and off and
23 start/completion times for staff during a 2-week period for operations, like
24 the Wastewater Treatment Plant, that operate around the clock. The other
25 intent of such a shift would be to have more depth of coverage for each shift
26 allowing leaves to occur with less disruption and shift changes.
27

28 For the life of this agreement, this alternative work week was established to
29 address the issue raised by the Union of a shift differential for those working
30 a 24-hour operation. In the event that 12-hour shifts are not implemented,
31 then both parties agree to negotiate this issue upon the request of either
32 party.
33

34 This section applies only to employees working a 12-hour workweek. Said
35 workweek shall be a fixed and regularly recurring period of 168 hours
36 (seven consecutive 24-hour periods). The 12-hour shift workweek need not
37 coincide with the calendar week, but may begin on any day and at any hour
38 of the day and be configured based on 7 days in a 2-week period (84 hours)
39 with the workweek splitting one shift so that two 42-hour work weeks result.
40 Once the shift is established, the days on and off cannot be exchanged
41 without Management approval. The Alternative 12-hour work schedule shall
42 be established on a two week cycle whereas the employee is scheduled 3
43 days in the first calendar week and 4 days in the second calendar week, or
44 vice versa. For those regularly scheduled days there shall be a 12-hour
45 guarantee.
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47 Overtime shall be paid for all hours worked after 40-hours of straight-time
48 actual hours worked in a work week excluding the addition of Holiday pay.

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Due to the nature of the Alternative 12-hour workday and workweek these exceptions listed within this Article shall apply.

1. Vacation: Consistent with Article VII, vacation leave is accrued in hours. Employees on a 12-hour shift using vacation leave for their full shift shall be required to use 12 hours of leave.
2. Leaves: Consistent with Article VIII, sick leave is accrued at the rate of 8-hours per month. Employees on a 12-hour shift using sick leave for their full shift shall be required to use 12 hours of leave.
3. Bereavement: Bereavement Leave shall be paid at 12-hours per day for 2 days and if a 3rd day or more is needed shall be paid from sick leave.
4. Holidays: Holiday pay shall be paid at the rate of 8-hours straight time to each employee on the Alternative 12-hour schedule. The employee must take additional vacation, or leave without pay if approved by management, in order to take the whole shift off. Upon mutual agreement, the holiday may be observed on another day, provided it is taken within the same work week.

If the Alternative 12-hour workweek schedule is utilized in a 24-hour operation (such as the Waste Water Treatment Plant), the holiday shall be observed on the actual holiday due to the nature of the 24-hour, 7-day a week operation. All hours worked on the holiday shall be at one and one-half times (1.5X) the straight-time hourly rate of pay.

At the city's discretion, it shall have the ability to operate a "skeleton crew" on a holiday. In such case, the city shall place the holiday bid up with a minimum of 30-days' prior to the holiday. The holiday off shall be issued by seniority per shift. Should no employee sign up after the bid has been posted for 1 week, the City shall have the right to assign the day off by reverse seniority per shift. No employee who is forced to take the holiday off shall be compensated for less than 40 straight time hours in his/her FSLA work week. The employee bidding the day off must also use additional hours of vacation, or leave without pay if approved by management, in order to take the whole shift off. Such employees who take the holiday off under this provision shall not be eligible for overtime pay for the additional 2 hours of a 42 hour work week, unless actual hours worked exceed 40 hours.

1
2 ARTICLE 14
3 COMPENSATION
4

5 14.1 The classifications of employees covered by this Agreement and the
6 corresponding rates of pay are set forth within Appendix "A" which is
7 attached hereto and made a part of this Agreement.
8

9 14.2 Longevity - Upon completion of the required time of service, regular full-time
10 employees shall be entitled to Longevity Pay as per the following schedule.
11 Longevity shall be based on employee's date of hire on full-time service, to
12 become effective with the beginning of the pay period following completion
13 of the required service time.
14

15 Regular part-time employees who are recognized by the Union per Article
16 3 shall be entitled to Longevity Pay on a pro-rated basis based on the
17 number of hours normally scheduled for work (for example, if an employee
18 works 20 hours per week, he/she would receive 50% of the longevity rate).
19 Longevity shall be based on the date the employee was first eligible for
20 regular part-time benefits.
21

PER PAY PERIOD	RATE
<u>(BI-WEEKLY)</u>	
After 5 th Year	\$16.97
After 10 th Year	\$29.10
After 15 th Year	\$48.49
After 20 th Year	\$72.73

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29 14.2.1 Longevity shall be paid as per the above schedule provided that the
30 employee has demonstrated acceptable performance as evidenced by an
31 overall performance evaluation of "Good Work" or better, utilizing the
32 current evaluation instrument in use by the City of Lynnwood as of the date
33 of this contract. An overall performance evaluation of "Good Work" or better,
34 means that at least 80 percent of rated categories are "Good Work" or
35 better. To fail the definition of an overall performance evaluation of "Good
36 Work" or better, at least 20 percent of the evaluation categories utilized in
37 the evaluation must be checked "Learning or Must Improve." To count
38 towards the 20 percent, the rater comments must clearly support that the
39 reason the "Learning or Must Improve" box was checked related to
40 performance deficiencies and not to document the learning process.
41 Employees who have not demonstrated acceptable performance as defined
42 above will be compensated at the next lower longevity schedule and must
43 first be issued a written notification of performance deficiencies during the
44 performance period stating areas of unsatisfactory performance and that
45 the employee's longevity is in jeopardy. The written notification shall be
46 provided to the employee within 60 calendar days from when performance

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is deemed deficient and a minimum of 30 calendar days prior to the employee's anniversary date to allow an appropriate amount of time for performance correction. The written notification shall include corrective action items and will define a length of time for improvement not to exceed six (6) months. Upon successful achievement of an overall "Good Work" or better rating at any time during the six (6) month period, the employee shall be re-evaluated and elevated to the usually applicable longevity schedule rate. Employees who are still rated "Learning or Must Improve" at the end of the six (6) month period shall receive a subsequent rating at the conclusion of six months from the date of the prior rating.

14.3

Callback - An employee called back after finishing his regular shift shall be paid at the overtime rate for all hours worked with a minimum guarantee of two (2) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all callbacks except callbacks that occur between the hours of 11:00 p.m. and 5:00 a.m., in which case the minimum guarantee shall be four (4) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. However, if the employee's regular shift starts less than two (2) hours from the time he started work on the callback, he shall receive one and one-half (1-1/2) times his regular straight-time hourly rate of pay only for such time as occurs before his regular shift. If any time remains between the completion of the work and the commencement of the shift, the employee shall make himself available to be assigned to duty until his regular shift begins. If employees regularly work a night shift, the above language applies to callbacks that occur between the hours of 11:00 a.m. and 5:00 p.m.

14.4

Standby Duty - In December and July of each calendar year, employees shall be given the opportunity to sign up for Standby Duty on a volunteer basis. In the event the Employer determines it does not have enough volunteers, the Employer retains the right to require at least eight (8) employees to work Standby Duty on a rotating basis in accordance with the current practice. Employees who are assigned to Standby Duty shall receive an allowance as follows:

Work Period	2016 – 2018
<u>Weekend:</u> The hours between the end of the employee's normal working day on Friday and the beginning of the normal working day on Monday.	\$215.00
<u>Evening:</u> 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.	\$40.00

Work Period	2016 – 2018
<u>Holiday on Monday through Thursday of the Week:</u> The hours on the holiday that are between the start time an employee would have worked on a normal working day through the beginning of a normal working day following the holiday.	\$95.00
<u>Friday Holiday plus Weekend:</u> The hours on the holiday that are between the start time an employee would have worked on a normal working day through the beginning of a normal working day on Monday.	Holiday Rate for Friday plus Weekend Rate for Saturday and Sunday

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14.4.1 Employees assigned to Standby Duty shall be eligible for additional overtime from the first callback and shall be credited a minimum of two (2) hours on all such callbacks.

14.4.1.1 Any member not assigned to Standby Duty who is contacted once or multiple times by a City of Lynnwood Supervisory employee, including Foremen, outside of regular work hours for work related purposes, and who is not called in for duty, will be credited a minimum of one (1) additional hour of overtime worked; provided however, if the length of time spent for all such contacts exceeds one (1) hour, then the employee will be paid for actual time spent for all such contacts. If called in for work, the employee will be credited for all hours worked including time spent during the contact as defined above.

14.4.2 Person in Charge (PIC) and Standby Person, Duties and Responsibilities

When the employer decides it's necessary, they may establish a Person in Charge (PIC) to be available to receive after-hours calls for assistance and to dispatch the appropriate response. It is the employer's right to determine the number of PIC's and to pick PIC personnel from either Management or the Bargaining unit. It is also the employer's right to, depending on conditions, staffing levels, and funding, to establish standby lists for Streets, Utilities, and/or Parks. One person is on each standby list for the period in question.

14.4.2.1 Person in Charge (PIC) Pay Rates: If from the bargaining unit, the compensation for the PIC shall be the same as the Standby pay rate established in this agreement. If non-bargaining unit PIC pay is higher than standby pay rates, then bargaining unit PIC's shall receive that higher non-bargaining unit PIC pay. If the PIC is contacted (one time or multiple times) between the hours of 11:00 p.m. and 5:00 a.m., the PIC shall receive one (1) hour of additional overtime for such contacts; provided however, if the length of time spent for all such contacts exceeds one (1) hour, then the employee will be paid for actual time spent for all such contacts. Overtime for multiple occurrences shall not be paid for the same time period and shall extend for an hour after the last occurrence.

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14.4.2.2

Person in Charge (PIC) Responsibilities: PIC is responsible for making the call(s) to those needed to do the after-hours work. Once the PIC has information regarding the work needed from the standby or other bargaining unit member, the PIC uses his best judgment and decides who should perform work needed to conclude the situation. For example, the work can either be performed by the bargaining unit or the PIC may call any service necessary to address the issue. The PIC shall make calls in the following order:

1. Person on Standby List. The person on the Standby List is the 1st person to be scheduled overtime on the day in question. He/she may be granted approval by the PIC not to cover scheduled work. If he/she is not qualified to do the needed work, cannot handle the work, if special circumstances exist, or if the call-out requires another person, the PIC then calls.
2. Another bargaining unit member who is capable of performing the work in question. The other standby person, if qualified to do the work, is called next. If not, the PIC calls the bargaining unit member from the standby list in the rotation wheel. The rotation wheel is the current and regularly updated list of Teamsters that are on standby duty. The rotation wheel is to be updated approximately twice a year, or as appropriate. In the rotation wheel – the employee most recently worked goes to the bottom of the list. Updates shall include lists of available phone numbers and those who have opted out. In the case of emergency, the city reserves the right to call out all employees, even those who have opted out.
3. Any employee of the city or outside vendor.

Any deviation by the PIC from the above shall be documented within 72 hours on the overtime sheet showing the reasonableness of deviation, and reviewed and approved as a part of bi-weekly time card submittals.

14.4.2.3 Standby Person Responsibilities: In order to be allowed to be on Standby duty, the employee must:

1. Be available to take the call within a reasonable amount of time;
2. Live within close enough proximity to be available while on duty to travel into the Lynnwood city limits within about 30 minutes of receiving a call;
3. Be sober while on Standby duty;
4. Communicate with PIC if employee becomes unavailable for any reason;
5. Be qualified to do the work representing their list;
6. Communicate with the PIC immediately if he/she is not able to address the issue by themselves or at all.

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14.4.2.4 Penalties

1. Standby person fails to follow procedures outlined herein. First offense:
 - i. Removed from Standby list for a period of two passes of the rotation wheel or appropriate discipline.
2. Standby person fails to follow procedures outlined herein. Second offense in 1 year period:
 - i. Removal from current Standby list or appropriate discipline
3. PIC fails to follow procedure outlined herein: First offense:
 - i. Removal from PIC list for a period of two rotations of the wheel or appropriate discipline.
4. PIC fails to follow procedure outlined herein: Second offense:
 - i. Removal from current PIC list or appropriate discipline.
5. If management PIC calls out of order without proper justification and person called is outside of Teamsters, person who was originally scheduled to be on Standby receives a minimum of 2-hours of overtime pay or hours worked by employee called in out of order, whichever is greater, or
6. If management PIC calls out of order without proper justification and person called is a Teamster, person who was originally scheduled shall be offered to work a minimum of 2-hours of overtime or hours worked by employee called in out of order, whichever is greater.

14.5 Overtime- Regular Full Time Employees - Any time worked by an employee over his normal shift in any day or forty (40) hours in any seven (7) calendar day period shall be paid at a rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Increments of time shall be one-half (1/2) hour with the major portion of one-half (1/2) hour to be paid as one-half (1/2) hour. Overtime shall be recognized only when authorized by the Department Director or his designee.

14.5.1 In computing overtime for Regular Full Time employees, all contractual holidays (except the statutory floating holiday) shall be considered as compensated time, although the employee does not work.

14.5.2 Overtime-Regular Part Time and Part Time employees - Any time worked over forty (40) hours in the defined 7 day work week shall be paid at a rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. Increments of time shall be one-half (1/2) hour with the major portion of one-half (1/2) hour to be paid as one-half (1/2) hour. Overtime shall be recognized only when authorized by the Department Director or his designee.

14.5.2.1 In computing overtime for Regular Part Time and Part Time employees, only hours actually worked shall be considered as compensated time.

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14.5.3 Overtime will be paid at a double time rate (two times) when any regular eight (8) hour shift exceeds 12 consecutive hours of work for the hours worked after 12 consecutive hours. Once double time is triggered by this provision, double time will continue to be paid for work performed until the employee receives at least 10 hours off.

14.5.4 Premium or overtime pay shall not be duplicated or pyramided. In no event shall premium or overtime pay be based on other than the employee's regular straight-time hourly rate of pay.

14.6 Emergency Conditions: During unusual emergent conditions that require a change in shift and/or starting times governed by Article 13, employees will have a minimum 10 hour off shift period between the end and start time of their next shift. Previously scheduled shifts that would have occurred during the 10 hour off shift period are cancelled and superseded by the newly established emergency shift and therefore employees are not required to code 10 hour off shift periods on their timecards

14.7 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:

1. The maximum allowable accumulation of compensatory time off shall be sixty (60) hours.
2. Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.
3. 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.
4. 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.

14.8 Crew Premium Pay for Work at Pump Stations and Wastewater Treatment Plant

Premium pay at the rates shown in the table below shall be paid to any non-treatment plant employee that routinely performs maintenance at either the Wastewater Treatment Plant or Sewer Pump Stations. Routinely means regularly scheduled and recurring hours including call-outs at the Wastewater Treatment Plant (or a similar number and type of hours at the

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Sewer Pump Stations) that would qualify the worker to be able to obtain and/or retain their Washington State Treatment Plant Operator Certification (OIT through Group IV). The minimum number of regularly scheduled hours to qualify for such premium pay shall, in no case, be less than ten (10) hours per month at the Wastewater Treatment Plant or the Sewer Lift Stations as verified by the employer.

Statement of Intent - The City has historically achieved maintenance of the Wastewater Treatment Plant and Sewer Pump Stations with two separate positions (Pump Station Operator and Maintenance Technician). These positions are paid, generally, at a higher rate than Maintenance Workers in the industry, due to the higher skill, hazards, and technical requirements of the job. Comparables justify this general difference in pay. In order to provide a larger work force capable of this higher skill level work and to have more depth/ backup for these super-critical pieces of infrastructure, management has elected to change how the City performs such maintenance. Maintenance work at the Wastewater Treatment Plant and Sewer Pump Stations has recently been distributed among the various levels of Maintenance Workers, Lead Workers and Foremen consistent with their job descriptions. Recognizing that this work is compensated at a higher rate in the industry, the parties wish to distribute this higher compensation to all employees that perform such work on a regular and routine basis. One benefit of this plan is that those Maintenance Workers who perform such regular and routine maintenance at the Wastewater Treatment Plant would qualify to receive state certification as Treatment Plant Operators, thus qualifying them to train for and ultimately compete for other Wastewater Treatment Plant Operator positions, which generally are paid at higher rates. The benefit to the City is that there would be Maintenance Workers trained and available to immediately fill in for Treatment Plant Operators should the need exist.

Position	Premium Pay per Hour*
Maintenance Worker I	\$0.65
Maintenance Worker II	\$0.75
Lead Worker, Utilities Specialist	\$1.10
Foreman	\$1.00

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*Note: Premium pay applies to all hours worked in pay period, not just hours worked at Wastewater Treatment Plant and Pump Stations

14.9 Crew Premium Pay for Electrical or Welding Work – Any employee asked to perform electrical work or welding shall be paid out of class pay per section 15.6 for all hours of that 80 hour pay period. To qualify for such premium pay the work must be at a skill level that requires training and experience of a tradesman and that goes beyond maintenance as described in the job description.

14.10 Commercial Drivers Licenses (CDL) – To assure that the City of Lynnwood is able to perform all job functions involving duties requiring a CDL, the City will provide training, and appropriate documentation of training, that enables

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employees the opportunity to earn and maintain a Commercial Driver's License for those positions that require a CDL per the job description. The City will incur the costs of initial training required to earn a CDL in-house but not for training done by outside parties unless specifically approved in advance by the City. The expense for renewing an approved license and related endorsements or certification shall be paid by the City. The City shall determine and allow the employee a reasonable amount of time off with pay to take the necessary exam/test. If the employee fails to obtain the license or certification after two attempts, the employee shall be responsible for the cost of repeating the same test/exam.

14.11 PAY FOR PERFORMANCE:

The Union and Management agree that recognizing and compensating excellent work performance should be a high priority, and that a "Pay for Performance" system should be considered. The concept is that through thorough and timely performance evaluations and clear expectations of performance standards, employees that meet a designated standard of excellence be recognized and compensated with some type of extra pay or bonus step.

The parties agree to consider using some or all of the funds allocated towards Longevity Pay to pay for the Performance Pay compensation. Other funds, not as yet designated, may also be considered.

The parties agree that there are mutual interests with this topic and future discussions should be considered.

ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

15.1 The STEP increases A to B, B to C, C to D, and D to E shall be recognized as performance STEP increases based upon the successful completion of twelve (12) months of service in each respective performance STEP.

15.1.1 Successful completion occurs if no written notification of unsatisfactory performance is issued during the performance period.

15.1.2 The employer must communicate with the employee about their unsatisfactory performance and issue at least one oral warning prior to the written notification.

15.1.3 Written notifications must:

15.1.3.1 State areas of unsatisfactory performance, corrective action items required and warn that the employee's step increase is in jeopardy.

- 1 15.1.3.2 Define a length of time for improvement not to exceed six (6) months.
2
- 3 15.1.3.3 Be provided to the employee within 60 calendar days from when
4 performance is deemed deficient and a minimum of 30 calendar days prior
5 to the employee's anniversary date to allow an appropriate amount of time
6 for performance correction.
7
- 8 15.1.4 During the 6-month period referenced in 15.1.3.2, a performance evaluation
9 shall take place at 3 months.
10
- 11 15.1.4.1 If it is determined that the employee's performance has improved and meets
12 the outlined expectations at the 3 month review, the step increase will be
13 put in place at that time, is not retroactive, and the step increase anniversary
14 date does not change.
15
- 16 15.1.4.2 If it is determined that the employee's performance has improved and meets
17 the outlined expectations after the 3-month review, the step increase will be
18 put in place at that time, is not retroactive, and the step increase anniversary
19 date will be reset to occur in twelve (12) month increments thereafter,
20 provided no written notification of unsatisfactory performance is issued for
21 that period, and until the employee achieves the top step in the employee's
22 classification.
23
- 24 15.2 For any employee hired as a Treatment Plant Operator prior to October 1,
25 2007, the rates of pay shall be determined by their Washington State
26 Certification Group Level.
- 27 For any employee hired after Oct. 1, 2007 as a Treatment Plant Operator,
28 the rates of pay shall be determined by their Washington State Certification
29 Group Level up to and including a Treatment Plant Operator II.
- 30 Promotions to Treatment Plant Operator III and IV shall be made only when
31 a vacancy occurs, at the option of management, and provided that the
32 employee demonstrates proficiency for a promotion, including but not
33 limited to acquiring their appropriate Washington State Certification Group
34 Level.
35
- 36 15.3 Promotions - In the event a permanent job vacancy occurs in the bargaining
37 unit, appointments shall be made by the Employer, upon selection of the
38 applicants determined to be best qualified for the position, after providing
39 due opportunity and consideration for advancement of present employees
40 in positions of lower salaries. The Employer shall give consideration to an
41 employee's length of continuous service with the Employer as well as the
42 ability to perform the duties required in the job. To the extent that
43 comparable qualification and performance are found to exist, preference
44 shall be given to advancement of such present employees before
45 appointment of new employees.
46

1 15.3.1 A newly promoted employee shall be considered on probation for a period
2 of six (6) months, during which time an evaluation shall be made as to
3 whether the employee shall continue in the promoted position or resume his
4 former position. The evaluation of this promotional probation period shall
5 not be subject to the grievance procedure and the decision to make the
6 promotion permanent shall be solely at the Employer's discretion.
7

8 15.3.2 The Employer shall fill vacancies in bargaining unit positions as soon as
9 practical, once the Employer has made the decision to fill such vacancy.
10

11 15.4 Job Postings - New positions and positions which become vacant within the
12 bargaining unit shall be posted for seven (7) calendar days, during which
13 time employees may apply for the position. Posted jobs shall contain a
14 description of the job duties, the rate of pay and the starting date for the
15 position. An employee's eligibility for positions posted shall require the
16 employee to have demonstrated qualifications to perform the duties of the
17 position.
18

19 15.5 The Employer may place any new employee in the appropriate classification
20 and/or pay step, based on the employee's qualifications and experience.
21 There shall be no automatic promotions or progression from one pay grade
22 to a higher pay grade. For example, progression from Maintenance Worker
23 I to Maintenance Worker II shall occur when a vacancy occurs and, provided
24 that the employee demonstrates the proficiency required for a promotion to
25 Maintenance Worker II.
26

27 15.6 Out of Class Pay:

28 1. Definition: An employee works out of class when he or she is
29 assigned the major distinguishing duties of a position in a higher
30 classification for five (5) consecutive working days or longer or when
31 a higher class needs to be filled for 5 consecutive days and is done
32 so by one or more person(s), then all replacement hours shall be
33 paid at the out of class pay rate. This does not include those
34 individuals involved in routine training. All out of class pay shall be
35 approved in advance by the employer.
36

37 2. Compensation for Work Out of Class: An employee working out of
38 class will receive an hourly pay increase in their pay rate for those
39 hours worked pursuant to the following:
40

Year	Amount
2016-2018	\$1.50

41
42

1 **Statement of Intent:** The City wishes to recognize and compensate employees when
2 they take on extra responsibilities related to work in a higher classification. A minimal
3 amount of sharing of responsibilities is expected due to periods of short absence by
4 personnel. It is recognized, however, that when an employee is absent for one week or
5 more, then often times a subordinate must assume many of the duties and responsibility
6 of the absent employee. A higher rate of pay is warranted in this situation.
7

8 15.7 Each employee shall have the responsibility to maintain proficiency and/or
9 certifications required to perform assigned duties. Failure to comply may
10 result in a reduction in classification and possible discharge.
11

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13 ARTICLE 16
14 DISCIPLINARY ACTION
15

16 16.1 The Employer shall not suspend or discharge an employee without just
17 cause. With respect to suspension or discharge the Employer shall give the
18 employee one (1) written warning in order to give the employee an
19 opportunity to correct any problems brought to his attention; provided
20 however, no obligation shall exist for the Employer to issue such warning if
21 the offense involved is of grave importance such as theft, gross
22 insubordination, intoxication while on duty, possession or use or sale of
23 illegal drugs, or other matters of similar significance. Suspension or
24 discharge shall be by written notice to the employee with an informational
25 copy to the Union.
26

27 16.2 The complaint specified in such prior warning notice need not concern the
28 same type of misconduct as the cause for discharge or suspension. No such
29 warning notice concerning an employee's work or conduct shall remain in
30 effect for a period of more than twenty-four (24) months. A copy of such
31 warning notice shall be sent to the Union at the time it is given to the
32 employee.
33

34 16.3 The Employer shall give a reasonable notice to the employee and Union of
35 the need to conduct a Loudermill hearing prior to issuance of disciplinary
36 action. A warning notice shall be issued within thirty (30) working days of
37 the alleged cause for the reprimand or within thirty (30) working days of the
38 Employer's knowledge of the cause for such warning notice.
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ARTICLE 17
SETTLEMENT OF DISPUTES

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4 17.1 Grievance Policy - The parties recognize that the most effective
5 accomplishment of the work of the Employer requires prompt consideration
6 and equitable adjustments of the employee's grievances. It is the desire of
7 the parties to adjust grievances informally whenever possible, and both
8 supervisors and employees are expected to make every effort to resolve
9 problems as they arise. However, it is recognized that there may be
10 grievances which can be resolved only after a formal review. Accordingly,
11 the following procedure is hereby established in order that grievances of
12 employees covered by this Agreement may be resolved as fairly and
13 expeditiously as possible.

14
15 17.2 Grievance Defined - A grievance shall be defined as an issue raised relating
16 to the interpretation, application or violation of any terms or provisions of
17 this Agreement. The grievance procedure is the exclusive remedy for claims
18 that the contract has been violated. A grievance shall be processed as set
19 forth below, provided that time limits and/or procedure steps may be waived
20 by mutual agreement of the parties. For purposes of this Article, working
21 days means Monday through Friday (except holidays).

22
23 17.2.1 Section A.2 of Appendix A may be grieved by Part Time Employees - Part
24 Time Employees may only utilize the grievance process to resolve an issue
25 raised related to the interpretation, application or violation of any terms or
26 provisions of Section A.2 of Appendix A, Hourly Rates of Pay for Part Time
27 Classifications. No other contract article may be grieved by Part Time
28 Employees.

29
30 17.3 Grievance Procedure

31
32 17.3.1 Step 1 An employee and/or the Union, within ten (10) working days from
33 the occurrence or knowledge of the occurrence of an alleged grievance (but
34 in no event more than thirty (30) working days from the date of the
35 occurrence), may bring said grievance to the attention of his immediate
36 supervisor in writing. The written grievance shall set forth the nature of the
37 grievance, the facts on which it is based, the article allegedly violated, and
38 the remedy requested.

39
40 The immediate supervisor shall hold a grievance meeting with the employee
41 within five (5) working days of the supervisor's receipt of the grievance, and
42 the supervisor will submit a written grievance answer within ten (10) working
43 days of the meeting to the employee and the Union.
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Step 2. If the grievance was not settled at Step 1, it may be advanced by the Union to the Department Head or designee within ten (10) working days of receipt of the Step 1 answer. A grievance meeting with the Union shall be scheduled within ten (10) working days of receipt of the grievance, and a written grievance answer will be given with ten (10) working days of the meeting to the Union.

Step 3. If the grievance was not settled at Step 2, it may be advanced by the Union to the Mayor or designee within ten (10) working days of receipt of the Step 2 answer. A grievance meeting with the Union shall be scheduled within ten (10) working days of receipt of the grievance, and a written grievance answer will be given with fifteen (15) working days of the meeting to the Union.

17.3.1.1 At the request of either party, and upon mutual agreement, the timelines as defined in these grievance procedures may be suspended in order to conduct an Interest Based Bargaining (IBB) style discussion of the grievance issue. If the IBB discussion does not resolve the issue or either party wishes to return to the traditional process and timelines, either party may then restart the formal grievance process timeline at the point it was suspended upon written notice. In order to facilitate an open discussion of the issues, any proposals, discussion, and/or brainstorming offered in the IBB process shall not be binding upon either party and will be considered "off-the-record" and confidential and may not be used to either party's advantage should arbitration occur if the IBB process is not successful.

17.3.2 Failure of the Mayor or designee to satisfactorily resolve the alleged grievance to the satisfaction of the grieved party shall permit the Union or the Employer the right to submit a demand for arbitration within ten (10) working days of receipt of the Mayor's response.

17.3.3 The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within ten (10) working days after receipt by the Employer of the demand for arbitration, the Union may request a list of nine (9) arbitrators, located in Washington, Oregon, or Idaho, from the American Arbitration Association. After receipt of same, the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon both parties.

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

1 17.5 The expenses of the arbitrator, the cost of any hearing room and the cost
2 of a shorthand reporter, unless such are paid by the State of Washington,
3 shall be borne equally by the Employer and the Union. The arbitrator shall
4 have no power to negotiate new agreements or to add to, delete from,
5 ignore, or modify any of the terms of the Agreement. Each party shall bear
6 the cost of its own representatives, including attorney's fees.
7

8 ARTICLE 18
9 WORKLOAD AND STANDARDS, TRAINING, PERFORMANCE EVALUATION AND
10 ORGANIZATIONAL EXCELLENCE
11

12 18.1 Training and Development - The City may subsidize employee participation
13 in training and education based on relevance to the employee's job, budget
14 limitations and managerial priorities:

- 15 A. If an employee is required by the Employer to participate in any
16 development or training program, the time shall be considered time
17 worked for pay purposes except as otherwise provided by state and
18 federal law. In addition, the Employer will be responsible for costs
19 related to tuition, texts, training materials, and other expenses
20 required for such participation, subject to the City's Travel and
21 Reimbursement Policy.
22 B. The Employer may approve an Employee's request to pay for
23 attendance at classes or seminars offered by colleges, business
24 schools, professional organizations, consulting firms or private
25 businesses. An employee wishing to take a class, seminar or course
26 must complete an approval request form. The form is subject to
27 approval by the employee's Supervisor and the Department Director
28 prior to enrollment in the class.
29 C. If an employee is required to maintain a certification as a condition
30 of continuing employment, the certification renewal fee will be paid
31 by the Employer.
32

33 18.1.1 Expenditure of Employer funds for training programs shall be made after
34 prior approval by the Mayor, upon recommendation by the Department
35 Director. Employees shall be required to furnish proof of satisfactory
36 completion of programs previously paid for by the employee prior to
37 reimbursement for payment by the Employer of such programs. Where
38 grades are provided, a minimum "C" grade shall be required. Expenditures
39 for training purposes shall not exceed the amount of funds budgeted for this
40 purpose.
41

42 18.1.2 The Employer shall provide information on job-related training programs
43 offered in the Seattle area to employees.
44
45

1 18.1.3 Cross-training During the period of October-December of each year, those
2 Maintenance Workers interested in participating in a voluntary cross training
3 program shall notify their Department Director of their interest.—If there are
4 interested persons and if agreed upon by the Union and Management,
5 Management shall develop and implement a voluntary cross-training
6 program for Maintenance Workers. A call for volunteers will be made for
7 those interested in participating. Management will interview each applicant
8 and choose those that meet the minimum qualifications of each separate
9 job description (i.e. utilities, transportation, parks) Depending on adequate
10 number of volunteers, a rotating schedule with equal training time for each
11 division would be developed and implemented.
12

13 **Statement of Intent:** The Interest Based Bargaining process identified the need to
14 provide our employees with cross-departmental training. Public Works Utilities,
15 Transportation and Parks all have Maintenance Workers that have similar responsibilities
16 as well as differing technical skill requirements. In order to promote and encourage cross
17 departmental hiring and promotions, management would like to encourage Maintenance
18 Workers to gain skills and experiences in each area. As opportunities for advancement
19 become available, there would be more qualified candidates from which to choose. Both
20 parties would therefore benefit.
21

22
23 ARTICLE 19
24 SENIORITY
25

26 19.1 **Seniority** - An employee's seniority shall be defined as that period from the
27 employee's most recent first day of regular full-time, regular part-time, or
28 part time employment within the bargaining unit as detailed in Article 3.
29

30 19.1.1 **Break in Seniority** - An employee's seniority shall be broken so that no prior
31 period of employment shall be counted and his seniority shall cease upon:
32

33 Justifiable discharge.

34 Voluntary quit.

35
36
37 Layoff or leave of absence due to illness or injury for a period
38 exceeding twenty-four (24) months unless otherwise approved by
39 the Employer; provided however, such approval may only be granted
40 if the employee has been in the employ of the Employer for a period
41 of at least one (1) year prior to such layoff or leave of absence or in
42 the event of an on-the-job injury, the period of leave shall be for as
43 long as there is a reasonable verifiable expectation that the
44 employee will be able to return to work.
45
46

1 Failure of the employee to return to work upon recall from layoff
2 within ten (10) calendar days after the certificate of mailing date of
3 the Employer's written notice of recall, addressed to the employee's
4 last known address appearing on the Employer's records.

5
6 19.2 When requested by the Union in writing, the Employer shall provide the
7 Union with a seniority list, showing the name of each employee within the
8 bargaining unit, his present classification and his date of employment in a
9 Regular Full Time, Regular Part Time or Part Time status.
10

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12 ARTICLE 20
13 LAYOFF AND RECALL
14

15 20.1 Reduction in Work Force - Seniority by affected classification shall prevail
16 within the bargaining unit for layoff; provided however, the employee has
17 demonstrated equal performance. In such event, the last one hired in the
18 classification affected shall be the first one laid off. An employee affected
19 by such reduction in force may exercise his seniority to bump into a lower
20 classification on the following conditions:

- 21
22 - The employee's qualifications and performance are equal
23 to the employee being bumped;
24
25 - The employee has greater seniority than the occupant of
26 the position in the lower classification;
27
28 - In the event of a reduction in work force, an employee
29 accepting a reduction to a lower classification in lieu of
30 layoff shall accept the wages for such classification;
31
32 - In the event the original job reopens within one (1) year
33 the employee so reduced shall be reinstated to the
34 original position;
35
36 - In the event of a layoff, the Employer shall give the
37 employee being laid off at least thirty (30) days notice.
38

39 20.1.1 The judgment rests with the Department Director in administering the
40 provisions of this Section. The Department Director shall be reasonable in
41 the exercise of such judgment.
42

43 20.2 Recall - In the event of recall, employees shall be recalled in inverse
44 order of layoff. An employee on layoff shall keep both the Employer and the
45 Union informed of the address and telephone number where he can be
46 contacted. When the Employer is unable to contact an employee who is on

1 layoff or recall, the Union shall be so notified. If neither the Union nor the
2 Employer are able to contact the employee within ten (10) working days
3 after the certificate of mailing date of the Employer's written notice of recall,
4 addressed to the employee's last known address appearing on the
5 Employer's records, the Employer's obligation to recall the employee shall
6 cease. The Employer shall have no obligation to recall the employee after
7 he has been on continuous layoff for a period of one (1) year. In the event
8 an employee does not return to work when recalled, the Employer shall
9 have no further obligation to recall him.

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11
12 ARTICLE 21
13 GENERAL PROVISIONS
14

15 21.1 Maintenance of Standards - It is not the intent of the parties to reduce base
16 hourly rates of pay set forth in Appendix "A" except as expressly amended
17 by this Agreement.
18

19 21.2 Standards of Performance - Standards of performance shall be maintained
20 at not less than the highest standards in effect at the time of the signing of
21 this Agreement.
22

23 21.3 Footwear - Subject to prior approval by the Employer, and upon
24 presentation of a receipt, a Regular Full Time or Regular Part Time
25 employee required to wear protective footwear shall be reimbursed up to
26 Two Hundred Twenty-five (\$225) for safety footwear per calendar year.
27 Alternatively, an employee may purchase appropriate footwear on an
28 annual basis, not to exceed the reimbursement amount above, using a
29 Purchase Order or City provided account at a retailer approved by the City
30 of Lynnwood. Footwear will be purchased each year, on a normal wear and
31 tear basis. Footwear must be worn on the job and must meet Safety
32 Standard Act, WAC 296-155-212.
33

34 21.4 Uniforms for Regular Full Time and Regular Part Time Employees - The
35 Employer shall provide and maintain uniforms, including winter coats, at no
36 cost to the employees with the understanding that uniforms and safety
37 equipment shall be worn by employees during all working hours.
38

39 21.4.1 Uniforms or Footwear for Part time Employees - The employer may, based
40 on need, provide and maintain clothing and / or footwear items necessary
41 to perform work depending on the season and assignment.
42

43 21.5 Vehicle Use - All Employer vehicles shall be used only for City business and
44 not for personal use.
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ARTICLE 22
SAVINGS CLAUSE AND FUNDING

22.1 Entire Agreement - The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no verbal statement shall add to or supersede any of its provisions.

22.2 It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof; provided however, such findings shall have no effect whatsoever on the balance of this Agreement.

ARTICLE 23
TERM OF AGREEMENT

23.1 Unless otherwise specified, this Agreement shall be effective as of January 1, 2016 and shall remain in full force and effect through December 31, 2018

23.2 An employee who has terminated his/her employment with the City shall only be paid in accordance with the wage provisions in effect at the time of his/her termination and no retroactive wage adjustments negotiated by the parties after the employee terminates his/her employment shall apply.

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

CITY OF LYNNWOOD, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Nicola Smith
Nicola Smith, Mayor

Date 8-25-16

Date 8 Aug 2016

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

January 1, 2016 through December 31, 2018

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 2, 2016 the hourly rates of pay for each Regular Full Time and Regular Part Time classification covered by this agreement are amended to reflect a 3.5% (three and one half percent) increase, rounded as follows:

CLASSIFICATION	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 49m+
Lead Treatment Plant Operator (WWTP IV plus 5%)	\$31.41	\$32.97	\$34.50	\$36.07	\$38.01
Treatment Plant Operator IV	\$29.91	\$31.40	\$32.86	\$34.35	\$36.20
Treatment Plant Operator III	\$29.03	\$30.36	\$31.67	\$33.02	\$34.68
Treatment Plant Operator II	\$27.55	\$28.94	\$30.30	\$31.70	\$33.38
Treatment Plant Operator I	\$27.05	\$28.01	\$28.98	\$29.93	\$31.19
SCADA Technician (same as WWTP III)	\$29.03	\$30.36	\$31.67	\$33.02	\$34.68
Operator-in-Training	\$20.77	\$21.77	\$22.76	\$23.76	\$25.02
Pump Station Operator	\$27.33	\$28.62	\$29.94	\$31.34	\$33.14
Maintenance Technician	\$27.92	\$29.26	\$30.60	\$31.95	\$33.64
Maintenance Worker I	\$20.06	\$21.15	\$22.19	\$23.26	\$24.56
Maintenance Worker II	\$24.87	\$26.02	\$27.23	\$28.47	\$30.11
Lead Worker, Utilities Specialist	\$27.76	\$28.94	\$30.11	\$31.33	\$32.83

CLASSIFICATION	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 49m+
Foreman	\$29.85	\$31.23	\$32.63	\$34.00	\$35.77
Electrician/WWTP & Utilities (WWTP IV plus 2.5%)	\$30.66	\$32.19	\$33.68	\$35.21	\$37.11

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A.2 Effective January 1, 2017, the hourly rates of pay for Regular Full Time and Regular Part Time classifications covered by this agreement are increased by three percent (3.0%), rounded, over the December 31, 2016 rates as follows:

CLASSIFICATION	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 49m+
Lead Treatment Plant Operator (WWTP IV plus 5%)	\$32.35	\$33.96	\$35.54	\$37.15	\$39.15
Treatment Plant Operator IV	\$30.81	\$32.34	\$33.85	\$35.38	\$37.29
Treatment Plant Operator III	\$29.90	\$31.27	\$32.62	\$34.01	\$35.72
Treatment Plant Operator II	\$28.38	\$29.81	\$31.21	\$32.65	\$34.38
Treatment Plant Operator I	\$27.87	\$28.85	\$29.85	\$30.83	\$32.13
SCADA Technician (same as WWTP III)	\$29.90	\$31.27	\$32.62	\$34.01	\$35.72
Operator-in-Training	\$21.40	\$22.42	\$23.44	\$24.48	\$25.77
Pump Station Operator	\$28.15	\$29.48	\$30.84	\$32.28	\$34.13
Maintenance Technician	\$28.76	\$30.14	\$31.52	\$32.91	\$34.65
Maintenance Worker I	\$20.66	\$21.78	\$22.86	\$23.95	\$25.30
Maintenance Worker II	\$25.62	\$26.80	\$28.05	\$29.33	\$31.01
Lead Worker, Utilities Specialist	\$28.59	\$29.81	\$31.01	\$32.27	\$33.82
Foreman	\$30.74	\$32.16	\$33.61	\$35.02	\$36.84
Electrician/WWTP & Utilities (WWTP IV plus 2.5%)	\$31.58	\$33.15	\$34.69	\$36.27	\$38.22

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A.3 Effective January 1, 2018, the hourly rates of pay for Regular Full Time and Regular Part Time classifications shall be increased by ninety percent (90%) of the CPI-W Seattle-Tacoma-Bremerton Index (June 2016 - June 2017) with a minimum of one percent (1%) and a maximum of three and one half percent (3.5%), rounded, over the December 31, 2017 rates shown above.

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A.4 Hourly Rates of Pay for Part Time Classifications

The hourly rates of pay for Part Time classifications covered by this agreement as of January 2, 2016 are as follows, reflecting an increase of 3.5% (three and one half percent), rounded

CLASSIFICATION	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Teamsters General Labor Teamsters Intern	\$12.91	\$13.55	\$14.21	\$14.95	\$15.69	\$16.47
Teamster Vegetation Supervisor	\$15.37	\$16.15	\$16.94	\$17.79	\$18.67	\$19.62

Starting Rates: Employee's will generally start at Rate 1 upon entering the bargaining unit; provided however the Employer may place an employee at a higher rate based on the employee's qualifications and experience.

A.5 Effective January 1, 2017, the hourly rates of pay for Part Time classifications covered by this agreement are increased by three percent (3.0%), rounded, over the December 31, 2016 rates shown above as follows:

CLASSIFICATION	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Teamsters General Labor Teamsters Intern	\$13.29	\$13.95	\$14.64	\$15.39	\$16.16	\$16.96
Teamster Vegetation Supervisor	\$15.83	\$16.63	\$17.45	\$18.33	\$19.23	\$20.21

A.6 Effective January 1, 2018, the hourly rates of pay for Part Time classifications covered under this agreement shall be increased by ninety percent (90%) of the CPI-W Seattle-Tacoma-Bremerton index (June 2016 – June 2017) with a minimum of one percent (1%) and a maximum of three and one half percent (3.5%), rounded, over the December 31, 2017 rates shown above.

Rate Increases: Part Time employees who have been employed for twelve (12) months and have worked at least 520 hours in those 12 months are eligible for an increase to the next highest rate for the classification provided performance is satisfactory. If such an employee meets the 12 month criteria but not the 520 hour criteria, they will be eligible for the increase when they do eventually meet the 520 hour criteria.

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

January 1, 2016 through December 31, 2018

This appendix is supplemental to the AGREEMENT by and between the CITY OF LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and LOCAL UNION NO. 763, PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS, hereinafter referred to as the Union.

Drug and Alcohol Testing - The following language shall be incorporated into the City Drug Testing Policy. Each employee will be provided two (2) copies of the policy, one (1) of which shall be signed, dated and retained by the City as proof that the employee has been advised of the policy. The Union accepts the adoption of the two City policies entitled Drug and Alcohol Testing for Non-CDL Employees of the Teamsters Bargaining Unit and Drug and Alcohol Testing for Employees Who Operate Commercial Vehicles as amended as of December 17, 2004. (See Attachments).

Reasonable Suspicion Testing

Employees covered by this collective bargaining agreement who are not subject to DOT mandated drug and alcohol testing are only subject to reasonable suspicion testing as outlined in this Article. Reasonable suspicion is not a basis for testing unless it is based on first (1st) party observation and verification.

In cases in which at least one (1) supervisor, (and another supervisor or employee, if possible) have reasonable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee to undergo a urine specimen collection or breath alcohol analysis. (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 requisite "reasonable suspicion" the supervisor (and another supervisor or employee, if possible) must possess shall be specific and observable and shall include abnormal indicators regarding appearance, behavior, speech or breath odor.

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All supervisors and Employer representatives designated to determine whether reasonable suspicion exists to require an employee to undergo drug or alcohol testing shall receive specific training, in a prescribed training program, 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. A copy must be provided to the Shop Steward or other union official 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.

Employees testing positive for alcohol or drugs shall be referred to the City's employee assistance program. The City will provide assistance to the extent covered by the City's employee benefit and leave policies. Discipline, if any is taken, will be based upon the employee's participation in the EAP's recommended rehabilitation program and the severity of any offences committed during work hours while under the influence of alcohol or drugs. Employees are subject to discipline up to and including discharge if they refuse to submit to either a urine specimen or breath alcohol analysis provided that management has explained the consequences of such action to the employee. Employees who come forward prior to any drug or alcohol related incident shall not be subject to suspension or discharge for doing so.

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MEMORANDUM OF AGREEMENT
PART TIME TRANSITION

by and between
CITY OF LYNNWOOD, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works and Parks Employees)

January 1, 2016 through December 31, 2018

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

- 1. Initial Transition: Part Time, Temporary/Seasonal employees employed on the date of contract signing that met the inclusion criteria in Article 3 after January 1, 2016 shall enter the bargaining unit as Part Time employees on the first day of the first available pay period as identified by Payroll staff according to their workload. Upon entering the bargaining unit, the employee will be paid the next closest higher rate within their job classification. For example: An employee previously earning \$10.67 as a General Laborer would enter the bargaining unit at \$12.91 as a General Laborer.
- 1.2 The City will communicate to the Teamsters business representative the pay period transition date and the names of any employees transitioning into the bargaining unit.
- 2. Ongoing Transition: Part Time, Temporary/Seasonal employees that prospectively meet the inclusion criteria in Article 3 after contract signing shall enter the bargaining unit as Part Time employees on the first day of the first available pay period after meeting the criteria.
- 3. The Employer and the Union mutually recognize that the transition may present administrative or housekeeping problems that neither party anticipated and therefore agree to work together to solve those problems in an amicable manner.

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

CITY OF LYNNWOOD, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By Nicola Smith
Nicola Smith, Mayor

Date 8-25-16

Date 8 Aug 2016

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

January 1, 2016 through December 31, 2018

This Memorandum of Understanding (MOU) is supplemental to the Agreement by and between the City of Lynnwood, Washington; hereinafter referred to as the Employer, and Local Union No. 763, Public, Professional & Office-Clerical Employees and Drivers; hereinafter referred to as the Union.

FACTS:

WHEREAS, the Union is recognized as the sole and exclusive collective bargaining agent for the employees covered by the Collective Bargaining Agreement (CBA);

WHEREAS, the current CBA represents all employees of the Employer, in the Departments of Public Works and Parks, employed in Appendix "A" classifications within the Water, Sewer, Treatment Plant, and Streets Divisions and Parks Department;

WHEREAS, it is unlawful to camp or store camping paraphernalia on city property and it is unlawful to use public land for the purpose of camping or the storage of personal property;

WHEREAS, employees who work in the Departments of Public Works and Parks have in the past routinely been required by the Employer to intervene (i.e., clean up) when homeless encampments are found on public land,

WHEREAS, the Union and the Employer recognize these job tasks fall within the scope of bargaining unit work and that the work will remain with the bargaining unit except as set forth in this MOU; and

WHEREAS, except as set forth herein, nothing in this MOU will change or alter other Articles/Sections currently contained in the Agreement between the Employer and the Union;

RESOLUTION:

- 1) Parks Department - The Parks Department and its employees currently remove homeless encampments from Parks-maintained properties. The parties agree that

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these current practices will continue. In the event the Employee and/or Employer, during the clean-up process, determines that a homeless encampment on Parks-maintained property exceeds the capabilities, training, and/or equipment of Parks staff, the Employer may arrange for an outside contractor to conduct the clean up.

- 2) Public Works Department - Because homeless encampments are more significant in size in the various areas of Public Works, and are more likely to contain significant hazardous substances, both the Employer and the Union agree that a City-appointed contractor will be used to perform all clean-up and removal of homeless encampments that would otherwise be assigned to Public Works staff.
- 3) The Employer and the Union recognize that the use of an outside contractor may present issues that neither party anticipated. Therefore, the parties will attempt to work together to resolve issues as they arise in a cooperative and amicable manner.
- 4) This MOU shall be effective on the date signed by both parties and will remain in effect through the term of the 2016 CBA.

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

CITY OF LYNNWOOD, WASHINGTON

By Scott A. Sullivan
Scott A. Sullivan, Secretary-Treasurer

By N. Smith
Nicola Smith, Mayor

Date 8-25-16

Date 8 August 2016

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I. PURPOSE

The purpose of this policy is to establish compliance with the Federal Highway Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety-sensitive positions, including those who are required to hold a Commercial Driver's License. This policy sets forth the City of Lynnwood alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

II. APPLICATION

This policy applies to all employees of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of the job. Contractors performing functions for the City of Lynnwood involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by federal regulations.

III. POLICY

The City of Lynnwood has a significant interest in the health and safety of its employees and the citizens of Lynnwood. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. There will be mandatory drug and alcohol testing for employees and job applicants under the circumstances outlined in this policy.

IV. DEFINITIONS

ACCIDENT - Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

DRIVER - This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License.

COMMERCIAL VEHICLE - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials.

DRUGS - For the purposes of this policy, in accordance with the applicable federal regulations, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

MEDICAL REVIEW OFFICER (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

SAFETY SENSITIVE POSITION - For purposes of this policy, these are positions associated with the driving of commercial vehicles.

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 SAP is responsible for evaluating employees with positive test results.

V. **PROHIBITED CONDUCT**

The following conduct regarding alcohol and drug use or abuse is prohibited:

A. **ALCOHOL CONCENTRATION**

An employee may not report for or remain on duty requiring the performance of duties covered under this policy while having an alcohol concentration of 0.04 or greater.

B. **ALCOHOL POSSESSION AND ON DUTY USE OF ALCOHOL**

An employee may not possess or use alcohol while on duty or while operating a commercial vehicle.

C. **PRE-DUTY USE OF ALCOHOL**

An employee may not operate a commercial vehicle within four hours after using alcohol. An on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.

D. ALCOHOL USE FOLLOWING AN ACCIDENT

An employee required to take a post-accident alcohol test may 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 may not report for duty or remain on duty which requires driving a commercial vehicle 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 safely operate a commercial vehicle. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively should provide written notice from their physician or pharmacist with respect to the effects of such substances.

F. REFUSAL TO SUBMIT TO A REQUIRED TEST

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as directed by this policy.

G. POSITIVE DRUG TEST

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

H. TAMPERING WITH A REQUIRED TEST

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy.

I. POSSESSION, TRANSFER OR SALE

No employee may possess, transfer or sell drugs or alcohol while in any position covered by this policy.

VI. TESTING

A. Pre-employment Drug Testing

All individuals who are covered by this policy must pass a drug test as a post-offer condition of employment.

B. Reasonable Suspicion Testing

Employees subject to this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy (except the prohibitions against possession, transfer or sale of alcohol) may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulable observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. 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 covered functions until:

- 1) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- 2) 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.

C. Post-Accident Testing

Following an accident (as defined above) involving a commercial vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation, or where a fatality occurs as a result of the accident. Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

A driver who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy.

D. Random Testing

Employees covered by this policy will be subject to random, unannounced alcohol and drug testing.

E. 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 may not exceed an alcohol concentration of 0.02.

F. 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 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following the employee's return to duty.

G. Re-tests

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

VII. REFUSAL TO TAKE AN ALCOHOL OR DRUG TEST

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. 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 in accordance with the procedures manual;
- 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 in accordance with the procedures manual;
- c. engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

VIII. SECURING INFORMATION FROM PREVIOUS EMPLOYERS

If a person is to be hired into a position subject to this policy and during the previous two years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

This information must be obtained before the person is employed by the City. However, if the information has not arrived by the anticipated start date, and if the person has passed the pre-employment drug test, the person may be hired and the requested information must be obtained from the previous employers within 14 calendar days of the date of hire. If the information has not been received within the 14 calendar days, the person will not be permitted to drive commercial vehicles until the information has arrived. If the information obtained from previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person will not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional was made and return to duty testing was administered.

IX. CONFIDENTIALITY AND RECORD RETENTION

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

X. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS

A. Discipline

An employee will be subject to appropriate disciplinary action as specified in the Bargaining Agreement between the City of Lynnwood and teamsters Local Union #763 representing the Public Works and Parks Maintenance Employees up to and including termination from employment if:

- a. the employee tests positive for a drug or drugs;
- b. results from an alcohol test indicate a blood alcohol level of 0.02 or greater; and/or,

c. the employee has engaged in prohibited conduct as outlined in Section V.

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.

The following provisions apply to those employees who are not terminated for their policy violations:

B. Positive Test Result and/or Engaging in Prohibited Conduct.

If an employee tests positive for drugs or has an alcohol test that indicates a blood alcohol level of .04 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in Section V, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a 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 recommended by the Substance Abuse Professional and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

C. Alcohol Concentration of 0.02 but less than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

XI. VOLUNTARY REFERRAL

The City of Lynnwood supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to 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 city.

Sick leave, vacation leave or 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. Confidentiality of information will be maintained as much as possible at all times.

