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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 represents 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, Storm Water, Sewer, Treatment Plant, and Streets Divisions and Parks Department. The classifications are further recognized as follows:

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, his or her position becomes a bargaining unit position and is eligible for Union membership. If he or she separates from employment for any reason and is then rehired in a bargaining unit position, the employee is eligible for 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 calendar 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
13.1.1, 13.1.2	Rest and Meal Periods	Apply	Apply

Article and/or Section	Brief Summary	Upon Completion of 346 Hours	Upon Completion of Probation Period
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, Shift Extension, Planned Divisional Overtime, Standby, PIC, Events	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



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  
12 5.1 Union Notification - Within fifteen (15) days from the date of hire of a new  
13 regular employee, the Employer shall forward to the Union the name,  
14 address, classification and wage of the new employee. The Employer shall  
15 notify the Union of all employees leaving its employment within thirty (30)  
16 days of separation.  
17

18 5.1.1 Union Notification for Part-Time Employees – Within fifteen (15) days from  
19 the date of union eligibility as set forth in Article 3, the Employer shall  
20 forward to the Union the name, address, classification and wage of the  
21 employee. The Employer shall notify the Union of all Union employees  
22 leaving its employment within thirty (30) days of separation.  
23

24 5.2 Payroll Deduction - The Employer, upon the written authorization of an  
25 employee within the bargaining unit, shall deduct from the pay of such  
26 employee the monthly amount of dues, initiation fees, and delinquent dues  
27 and initiation fees as certified by the Union and shall transmit the same to  
28 the Union. The employee shall have the right to withdraw authorization for  
29 deductions at any time. If an employee notifies the Employer or the Union  
30 in writing of his/her request to cease collecting dues and fees, the receiving  
31 party will immediately notify the other party of the request. The Employer  
32 shall cease collecting the requesting employee's dues and fees by the next  
33 pay period or as soon as practicable.  
34

35 5.3 In the event of an error in relation to dues/fees deductions or Union  
36 membership, the parties agree to cooperate in making the appropriate  
37 adjustments. The Employer shall promptly notify the Union in writing of any  
38 claim, demand, suit or other form of liability asserted against it relating to its  
39 implementation of this Article. The Union shall defend, indemnify, and hold  
40 the Employer harmless against any and all liability, including attorney's fees  
41 and costs, resulting from compliance with this Article.  
42

43 5.4 New Hire Orientation with Union – The Employer shall notify the Union of  
44 all new Regular Full-Time, Regular Part-Time, and Part-Time Employees  
45 hired into the bargaining unit. The Union and shop steward will then be  
46 provided thirty (30) minutes during the employee's regular working hours

1 for purposes of presenting information about the bargaining unit and Union  
2 membership. This presentation will generally occur within the first two (2)  
3 weeks of an employee's date of hire (or, for Part-Time Employees, from the  
4 date of eligibility for membership into the bargaining unit), but in no instance  
5 later than ninety (90) calendar days, and will be set for a time and place that  
6 minimizes any disruption to the Employer's operations. Employees have  
7 the option to attend or not attend the orientation.  
8

9 5.5 Non-Discrimination - The Employer shall not discriminate against an  
10 employee for exercising his rights under the law or upholding Union  
11 principles and any employee who works under the instructions of the Union  
12 in the administration of this Agreement, or who serves on a committee for  
13 such purpose, shall not lose his job or be discriminated against for this  
14 reason; provided however, such activities shall not interfere with the  
15 employee's duties.  
16

17 5.5.1 The Employer and the Union shall ensure that the administration and  
18 application of the terms and conditions of employment included in this  
19 Agreement shall not be in contravention of Federal or State law governing  
20 employment discrimination.  
21

22 5.5.2 Wherever words denoting a specific gender are used in this Agreement,  
23 they are intended and shall be construed so as to apply equally to either  
24 gender.  
25

26 5.6 Union Visitation of Employer Premises - A representative of the Union,  
27 named in writing to the Employer by the Secretary-Treasurer of the Union,  
28 may have access to the premises of the Employer for the purpose of  
29 administering the provisions of this Agreement; provided however, there  
30 shall be no interruption of any employee's work.  
31

32 5.7 Bulletin Boards - The Employer shall provide suitable space for a Union  
33 bulletin board at each work facility. Postings by the Union on such boards  
34 shall be confined to official business of the Union.  
35

36 5.8 The City and the Union are required to bargain any new collective  
37 bargaining agreement "in good faith". Both parties are required to meet at  
38 reasonable times, to confer, and negotiate with the goal of reaching an  
39 agreement in a timely manner.  
40

41 5.8.1 It is agreed that each unit/division represented by a Shop Steward  
42 (Streets/Storm Water, Water/Sewer/Water Quality, WWTP, and Parks) may  
43 have a representative actively participating in the negotiations process to  
44 support the interests of the individual work units.  
45

46 5.8.2 While it is understood that the City is not willing to agree to unlimited paid  
47 release time for the duration of all negotiations, and while the Union team

1 understands the city's desire for limitations, it is also understood that if the  
2 Union team is not able to negotiate during paid time, they either lose  
3 compensation or are forced to use accrued paid leave to make up the pay  
4 difference. The management team is not faced with the same consequence  
5 since collective bargaining is an employer directed job responsibility.  
6

7 5.8.3 The Employer, therefore, agrees to provide paid release time to each  
8 Teamsters member who serves on the negotiations team during their  
9 regularly scheduled working hours at straight time, up to a maximum of  
10 twenty two (22) scheduled negotiation meetings of four (4) hours each. In  
11 the event the negotiations exceed twenty two (22) meetings, both parties  
12 agree to subsequent negotiation meetings being held at the Teamsters  
13 Headquarters Building (currently in Tukwila, WA), on mutually agreeable  
14 dates. The set number of negotiation meetings can be altered with the  
15 mutual agreement of both the Union and the Employer.  
16

17 ARTICLE 6  
18 NO STRIKE OR LOCKOUT  
19

20 6.1 The Union agrees that there shall be no strikes, sympathy strikes,  
21 slowdowns, or stoppage of work, or any interference with the efficient  
22 management of the Public Works and Parks Departments provided all terms  
23 of this Agreement are in effect. Any or all employees who violate any of the  
24 provisions of this Article may be discharged or otherwise disciplined.  
25

26 ARTICLE 7  
27 HOLIDAYS  
28

29 7.1 Regular employees shall receive the following holidays off with eight (8)  
30 hours compensation at their regular rate of pay:  
31

32	New Year's Day	1st day of January
33	Martin Luther King Day	3 <sup>rd</sup> Monday of January
34	President's Day	3 <sup>rd</sup> Monday of February
35	Memorial Day	Last Monday of May
36	Independence Day	4 <sup>th</sup> of July
37	Labor Day	1 <sup>st</sup> Monday of September
38	Veteran's Day	11 <sup>th</sup> day of November
39	Thanksgiving Day	4 <sup>th</sup> Thursday of November
40	Day following Thanksgiving	Day after Thanksgiving Day
41	Day Before Christmas	24 <sup>th</sup> of December
42	Christmas Day	25 <sup>th</sup> of December
43	Floating Holiday	Statutory Floating Holiday to be 44 scheduled with Department 45 Director approval on an individual 46 basis after employee has 47 completed six (6) months of

continuous service.

1  
2  
3 7.1.1 Regular Part-Time employees who are recognized by the Union per Article  
4 3 shall receive a paid day off the job for all recognized holidays described  
5 above. If a Regular Part-Time employee is working less than a full time  
6 schedule, holidays will be pro-rated (example: If an employee works 20  
7 hours per week, he/she would receive a 4 hour holiday instead of an 8 hour  
8 holiday).  
9

10 7.2 If the date of any of the afore-referenced holidays should be changed, the  
11 new date shall be deemed a holiday and any such holiday falling on Sunday  
12 shall be observed on the following Monday, with the exception of December  
13 24th. When December 24th falls on a Sunday, it shall be observed on the  
14 following Tuesday; and when December 24th falls on Friday, it shall be  
15 observed on the preceding Thursday. A holiday falling on Saturday shall be  
16 observed on the preceding Friday. In addition any day or portion thereof  
17 may be designated as a holiday by the City Council.  
18

19 7.3 An employee shall receive the holiday pay only if he is in a paid status on  
20 his normally scheduled work day before and his normally scheduled work  
21 day after the holiday.  
22

23 7.4 Any work performed by an employee on any of the afore-referenced  
24 holidays (observed or actual) shall be paid at the overtime rate, excluding  
25 the statutory floating holiday. No employee shall be called on such holiday  
26 for less than four (4) hours, except those personnel on Standby Duty.  
27

ARTICLE 8  
VACATION LEAVE

8.1 Vacation

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

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

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

1 suitable after considering the wishes of the employee and the requirements  
2 of the respective department.

3  
4 8.5 Vacation time shall be taken within the twelve (12) month period following  
5 the period for which it is accumulated and may not be extended beyond  
6 twice the annual rate without approval of the Mayor.  
7

8 Example:

9  
10 Seven (7) year employee accrued one hundred twenty (128)  
11 hours annual vacation.

12  
13  $128 \times 2 = 256$  hours

14  
15 The maximum which may be accumulated without the approval of the  
16 Mayor would be two hundred fifty-six (256) hours.  
17

18 8.6 Upon termination, an employee shall be entitled to regular compensation  
19 for any earned vacation leave accrued but not used less any monies due  
20 the Employer. Such monies shall be paid in his final paycheck due the next  
21 regular pay period after the effective day of termination.  
22

## 23 ARTICLE 9

### 24 SICK LEAVE, FITNESS FOR DUTY, DISABILITY INSURANCE, AND WASHINGTON 25 PAID FAMILY AND MEDICAL LEAVE 26

27 9.1 Sick Leave for Regular Full-Time Employees - Regular full-time employees  
28 shall accumulate sick leave pay at the rate of one (1) day for each  
29 completed calendar month of service, but in no instance shall the accrual  
30 rate be less than one hour of paid sick leave for every 40 hours worked.  
31 Accumulated sick leave pay shall be paid at the rate of eight (8) hours per  
32 day at the employee's regular straight-time hourly rate of pay from and  
33 including the employee's first working day absent. Regular employee  
34 attendance shall be a condition of continued employment. It shall be the  
35 employee's responsibility to be at work, on time, unless the employee is  
36 using sick leave in accordance with Article 9. Employees who fail to  
37 maintain acceptable attendance records shall be subject to disciplinary  
38 action up to and including discharge.  
39

40 9.1.1 Sick Leave for Regular Part-Time Employees - Regular part-time  
41 employees shall accumulate sick leave pay on a pro-rated basis based on  
42 the number of hours normally scheduled (for example: if the employee  
43 normally works 20 hours per week, 50% of the sick leave accrual contained  
44 in Section 9.1 will be earned), but in no instance shall the accrual rate be  
45 less than one hour of paid sick leave for every 40 hours worked.  
46

1 9.1.1.1 Sick Leave for Part-Time Employees – Part-time employees are eligible for  
2 paid sick leave benefits under City Policy 632 (Paid Sick Leave) and is not  
3 subject to this Agreement.  
4

5 9.1.2 The Employer retains the right to require employees to be examined by a  
6 physician selected by the Employer when employees are receiving Labor  
7 and Industries benefits or upon return from an on-the-job injury of three (3)  
8 consecutive days or more, as permitted by law. An employee who fails to  
9 comply shall be subject to disciplinary action up to and including discharge.  
10 Health care information about employees will be maintained in accordance  
11 with state and federal health care privacy laws.  
12

13 9.1.3 If an employee's absence exceeds three (3) consecutive days of work, the  
14 Employer retains the right to require that employee to present verification,  
15 in accordance with the law, of the reason for such absence from work;  
16 provided, (1) the employee has used over twenty-four (24) hours of sick  
17 leave during the most recent twelve (12) month period and additional sick  
18 leave is requested, or (2) the employee has previously been advised in  
19 writing of the Department Heads intent to require verification. Employees  
20 who fail to present such verification when required by the Employer shall be  
21 subject to disciplinary action up to and including discharge. Absences due  
22 to on-the-job injuries (L&I), Family and Medical Leaves, a true medical  
23 emergency of the employee's family member (as defined in this Article),  
24 and/or Bereavement Leave shall not be included in the calculation of sick  
25 leave usage for the purposes of this provision.  
26

27 9.1.4 Any employee dishonestly claiming sick leave benefits shall be subject to  
28 disciplinary action up to and including discharge.  
29

30 9.1.4.1 Paid Sick Leave:  
31

32 Definition and Allowable Use: Sick leave is a leave of absence with pay  
33 which may be used by the employee for the following qualifying reasons:  
34

- 35 1. An employee's own physical or mental illness, injury or health condition.  
36 This illness, injury, or health condition may include the need for time off  
37 from work for medical care and/or treatment;
- 38 2. Employee's preventative care such as a medical, dental, or vision  
39 appointment and/or treatment;
- 40 3. Care of a family member with a physical or mental illness, injury or health  
41 condition. This illness, injury, or health condition may include the need  
42 for time off from work for medical care and/or treatment;
- 43 4. Family member's preventative care such as a medical, dental, or vision  
44 appointment and/or treatment;
- 45 5. Closure of the employee's child's school/place of care by order of a  
46 public official for health-related reasons; and

6. Absences that qualify for leave under the Domestic Violence Leave Act (Chapter 49.76 RCW) or any other applicable federal or state law.

“Family member” includes any of the following:

1. A child, including biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent regardless of the age or dependency status;
2. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. A spouse or a registered domestic partner;
4. A grandparent;
5. A grandchild (at any age);
6. A sibling; or
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.

Employees must provide advance notice before each scheduled shift to their direct supervisor or designee for an absence from work for the use of paid sick leave. If the circumstances make advance notice impracticable, the use of sick leave will be reviewed by the employer on a case-by-case basis.

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, as permitted by law.

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.

1  
2 Retirement (or death) ..... One hundred percent  
3 (100%) of the first one  
4 hundred ninety-two (192)  
5 hours unused sick leave.  
6 Thirty-three percent (33%)  
7 of balance of up to five  
8 hundred twenty-eight (528)  
9 hours.

10  
11  
12 9.2 Washington Paid Family and Medical Leave Program - Eligible employees  
13 are covered by Washington's Family and Medical Leave Program, Chapter  
14 50A.04 RCW. Eligibility for leave and benefits, which began January 1,  
15 2020, is established by Washington law and is therefore independent of this  
16 Agreement. Premiums for benefits are established by law and for the period  
17 ending December 31, 2020, total four-tenths of one percent (0.4%) of  
18 employees' wages (unless otherwise limited by action of the State).  
19 Effective upon the first full pay period following full execution of this  
20 Agreement, employees shall pay through payroll deduction the full cost of  
21 the premiums associated with family leave benefits and forty-five percent  
22 (45%) of the cost of the premiums associated with the medical leave  
23 benefits, as determined under RCW 50A.04.115. The Employer shall pay  
24 the remaining premium amounts.

25  
26 ARTICLE 10  
27 OTHER LEAVES

28  
29 10.1 Jury Duty - An employee who is called upon for involuntary jury service in  
30 any Municipal, County, State or Federal Court, shall advise the Employer  
31 upon receipt of such call, and if taken from his work for such service, shall  
32 be reimbursed as provided herein, for any loss of wages while actually  
33 performing such service; provided however, he shall exhibit to the Employer  
34 his properly endorsed check and permit the Employer to copy the check or  
35 voucher he received for such service. The amount the employee shall be  
36 reimbursed shall be determined by subtracting the amount he received for  
37 such service from the amount he would have earned at his regular straight-  
38 time hourly rate of pay during the regular working hours he missed while  
39 performing such service. If the employee is released from jury duty with  
40 sufficient time to work one-half (1/2) day or more, he shall report to work  
41 that day provided the work schedule allows.

42  
43 10.2 Bereavement Leave - An employee who has a member of his "immediate  
44 family" taken by death shall receive three (3) days off with pay as  
45 bereavement leave. "Immediate family" shall be defined as spouse,  
46 children, parents, siblings, grandparents, mother-in-law, father-in-law or

1 grandchildren, by blood, marriage, domestic partnership, or legal adoption,  
2 with up to three (3) additional days off charged to sick leave if travel is  
3 necessary. Such additional sick leave may be requested and taken for  
4 bereavement, subject to the approval of the Mayor or his designee.  
5

6 10.3 Leave of Absence - Employees may be granted a leave of absence without  
7 pay due to illness, injury or other legitimate reasons. The period of such  
8 leave of absence shall not exceed six (6) months, unless otherwise  
9 approved by the Employer. An employee who is on such leave of absence  
10 shall cease to accrue sick leave, vacation, holiday leave, health and welfare  
11 benefits, or any other benefits cited under the provisions of this Agreement.  
12 However, the employee may, at his option and expense, continue health  
13 and welfare benefits during the period of such leave of absence as long as  
14 allowed by the insurance carrier(s). Such leaves shall not constitute a break  
15 in service but no seniority benefits shall accrue during the leave of absence.  
16 Upon his return, the employee shall be assigned to the same position or to  
17 an equivalent position occupied before the leave.  
18

19 10.4 Family Leave - Employees shall also be eligible for Family Medical Leave  
20 without pay as provided by the Family Medical Leave Act and under  
21 applicable City policies.  
22

23 10.4.1 Family and medical leave eligibility will be calculated using a rolling 12-  
24 month period from the start date of the family leave.

25 ARTICLE 11  
26 HEALTH AND WELFARE  
27

28 11.1 Medical and Dental Insurance - The Employer shall pay each month one  
29 hundred percent (100%) of the premium necessary for the purchase of  
30 employee coverage and ninety percent (90%) of the premium necessary for  
31 the purchase of dependent coverage under the following insurance plans:  
32

33 Dental Insurance -

- 34 - Association of Washington Cities (AWC) Dental Plan F
- 35 - Willamette Dental Service

36 Medical Insurance -

- 37 - AWC HealthFirst 250 Plan
- 38 - Kaiser Permanente \$200 Deductible Plan
- 39 - High Deductible Health Plan Option

40  
41  
42 As soon as administratively practical following ratification of this  
43 Agreement, the Employer will offer the AWC Regence High  
44 Deductible Health Plan (HDHP) with Health Savings Account (HSA).  
45 The Employer will pay each month 100% of the premium necessary  
46 for the purchase of employee and dependent coverage under the

1 HDHP with HSA plan. In addition, the Employer will contribute the  
2 following annual amounts to the employee's HSA.

3

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

8

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

17

18 11.1.1 If during the life of this Agreement the plan(s) identified in Section 11.1 are  
19 no longer available, the parties shall meet to negotiate a mutually agreeable  
20 replacement plan(s). The Union agrees to appoint a representative to  
21 participate in any City-wide insurance committee, if convened, during the  
22 term of this Agreement.

23

24 11.1.2 Maintenance of Benefits - The Employer retains the right to determine the  
25 provider of any and all of the insurance coverages set forth within this  
26 Article; provided however, there shall be no reduction in benefits, provided  
27 that benefit changes made by the insurer or by the Association of  
28 Washington Cities Benefits Trust Board outside the control of the City, shall  
29 not be prohibited. Further, the Employer may not substitute a non-indemnity  
30 plan (i.e. HMO) for any of the health care plans provided for by this Article.

31

32 11.2 Vision Insurance - The Employer shall pay each month one hundred percent  
33 (100%) of the premium necessary for the purchase of employee coverage  
34 under the existing vision care plan. Employees may enroll their spouses  
35 and dependents at their own expense to receive coverage under the Vision  
36 Service Plan.

37

38 11.3 Life Insurance for Regular Full Time Employees - The Employer shall pay  
39 each month one hundred percent (100%) of the premium necessary for the  
40 purchase of a life insurance policy for each employee, which shall provide  
41 for a beneficiary of such policy as designated by the employee. The face  
42 value shall be equal to the employee's annual salary, to a maximum of fifty  
43 thousand dollars (\$50,000.00). The Employer shall continue the present  
44 practice of paying ninety percent (90%) of the premium necessary for the  
45 purchase of dependent coverage.

46

- 1 11.4 Long Term Disability Insurance for Regular Full Time Employees - The  
2 Employer shall pay each month one hundred percent (100%) of the  
3 premium necessary for the purchase of employee coverage under the  
4 current long term disability insurance plan.  
5
- 6 11.5 Payroll Deduction - Short Term Disability and/or Supplemental Life  
7 Insurance - The City shall, after signing necessary documents consistent  
8 with the obligation set forth in this section, make monthly contributions from  
9 the base salary of each employee to a mutually acceptable carrier for a  
10 Short Term Disability and/or Supplemental Life Insurance Policies for those  
11 members who agree to participate. The carrier is selected through the  
12 City's bid process and agreed to by the union. This benefit shall remain  
13 separate and apart from any other City benefit. The employee contribution  
14 shall be deducted from each participating employee's paycheck. No  
15 employer match is required. The City shall commence the deductions only  
16 upon receipt by the City of a signed payroll deduction from each  
17 participating employee covered under this Agreement. Except for the willful  
18 disregard by the City of its obligations under this section, the Union shall  
19 indemnify, defend, and hold harmless the City against any and all claims,  
20 demands, suits or other forms of liability (monetary or otherwise) and for all  
21 legal costs that shall arise out of or by reason of action taken or not taken  
22 by the City in complying with the provisions of the article. For those existing  
23 employees that have not elected this optional benefit, they may only do so  
24 during the annual open enrollment period.  
25
- 26 11.6 Voluntary Long Term Care Insurance for Regular Full Time Employees –  
27 The Employer shall make available, through voluntary payroll deduction,  
28 voluntary insurance programs, including a Long Term Care Insurance  
29 program, to all Regular Full Time employees covered under this Agreement.  
30 Employee voluntary contributions shall be deducted from each participating  
31 employee's paycheck. No employer match is required. The City shall  
32 commence the deductions only when authorized in writing from each  
33 employee who volunteers to participate. Except for the willful disregard by  
34 the City of its obligations under this section, the Union shall indemnify,  
35 defend and hold harmless the City against any and all claims, demands,  
36 suits or other forms of liability.  
37
- 38 11.7 Waiver of Dual Coverage Incentive Program – When an employee has  
39 family members (spouse and/or eligible dependents) covered under the City  
40 of Lynnwood medical insurance program and when the employee's family  
41 members are also covered by another comprehensive health insurance  
42 plan provided by an insurance plan other than the City's, the employee is  
43 said to have "dual coverage." Under the City's program, Teamsters Regular  
44 Full-Time employees are able to waive this dual coverage. This means that  
45 they can choose not to have coverage for their eligible family members and  
46 will receive a monthly financial incentive as follows:

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.
- 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

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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,

1 vacation, holiday leave, or any other benefits cited under the provisions of  
2 this Agreement.

3  
4 ARTICLE 13  
5 WORK SCHEDULES  
6

7 13.1 Hours of Work - The regularly scheduled hours of duty shall be established  
8 by the Employer over a seven (7) day week and shall not exceed forty (40)  
9 hours. Time cards shall be signed by the individual and his immediate  
10 supervisor as a record of all hours worked. The work days shall be  
11 scheduled consecutively unless otherwise agreed by the employee. Normal  
12 work schedules for each employee shall be posted in their respective work  
13 areas and shall include the start time, end time, and scheduled holidays off.  
14 The employer may establish an alternative work schedule to meet seasonal  
15 or other special needs with 2 weeks notice prior to the start of the alternative  
16 schedule.  
17

18 13.1.1 Rest Periods - Employees shall receive a fifteen (15) minute rest period, on  
19 the Employer's time, for each four (4) hours of working time. Unless  
20 otherwise allowed, rest periods shall be taken at the job site.  
21

22 13.1.2 Meal Period - Employees shall receive a thirty (30) minute meal period  
23 which shall be on the employee's own time and which shall commence no  
24 less than three (3) nor more than five (5) hours from the beginning of the  
25 shift.  
26

27 13.1.3 Change in Starting Time - An employee shall be notified of a change in his  
28 normal working schedule at least forty-eight (48) hours prior to the effect of  
29 such change. In the event an employee's work schedule is changed with  
30 less than forty-eight (48) hours' notice prior to the effect of such change, the  
31 employee shall be paid one and one-half (1-1/2) times his regular straight-  
32 time hourly rate of pay for all hours worked outside his normal work  
33 schedule and within the forty-eight (48) hour period of such notice.  
34

1  
2 13.2 Alternative 12-hour work shifts  
3

4 Where applicable and at the City's discretion the City of Lynnwood may  
5 implement 12-hour Alternative work shifts. The intent of 12-hour shifts would  
6 be to create a regular schedule including consistent days on and off and  
7 start/completion times for staff during a 2-week period for operations, like  
8 the Wastewater Treatment Plant, that operate around the clock. The other  
9 intent of such a shift would be to have more depth of coverage for each shift  
10 allowing leaves to occur with less disruption and shift changes.  
11

12 For the life of this agreement, this alternative work week was established to  
13 address the issue raised by the Union of a shift differential for those working  
14 a 24-hour operation. In the event that 12-hour shifts are not implemented,  
15 then both parties agree to negotiate this issue upon the request of either  
16 party.  
17

18 This section applies only to employees working a 12-hour workweek. Said  
19 workweek shall be a fixed and regularly recurring period of 168 hours  
20 (seven consecutive 24-hour periods). The 12-hour shift workweek need not  
21 coincide with the calendar week, but may begin on any day and at any hour  
22 of the day and be configured based on 7 days in a 2-week period (84 hours)  
23 with the workweek splitting one shift so that two 42-hour work weeks result.  
24 Once the shift is established, the days on and off cannot be exchanged  
25 without Management approval. The Alternative 12-hour work schedule shall  
26 be established on a two week cycle whereas the employee is scheduled 3  
27 days in the first calendar week and 4 days in the second calendar week, or  
28 vice versa. For those regularly scheduled days there shall be a 12-hour  
29 guarantee.  
30

31 Overtime shall be paid for all hours worked after 40-hours of straight-time  
32 actual hours worked in a work week excluding the addition of Holiday pay.  
33

34 Due to the nature of the Alternative 12-hour workday and workweek these  
35 exceptions listed within this Article shall apply.  
36

- 37 1. Vacation: Consistent with Article VII, vacation leave is  
38 accrued in hours. Employees on a 12-hour shift using  
39 vacation leave for their full shift shall be required to use 12  
40 hours of leave.  
41  
42 2. Leaves: Consistent with Article VIII, sick leave is accrued at  
43 the rate of 8-hours per month. Employees on a 12-hour shift  
44 using sick leave for their full shift shall be required to use 12  
45 hours of leave.  
46

1 3. Bereavement: Bereavement Leave shall be paid at 12-hours  
2 per day for 2 days and if a 3<sup>rd</sup> day or more is needed shall be  
3 paid from sick leave.  
4

5 4. Holidays: Holiday pay shall be paid at the rate of 8-hours  
6 straight time to each employee on the Alternative 12-hour  
7 schedule. The employee must take additional vacation, or  
8 leave without pay if approved by management, in order to take  
9 the whole shift off. Upon mutual agreement, the holiday may  
10 be observed on another day, provided it is taken within the  
11 same work week.  
12

13 If the Alternative 12-hour workweek schedule is utilized in a  
14 24-hour operation (such as the Waste Water Treatment  
15 Plant), the holiday shall be observed on the actual holiday due  
16 to the nature of the 24-hour, 7-day a week operation. All hours  
17 worked on the holiday shall be at one and one-half times  
18 (1.5X) the straight-time hourly rate of pay.  
19

20 At the city's discretion, it shall have the ability to operate a  
21 "skeleton crew" on a holiday. In such case, the city shall place  
22 the holiday bid up with a minimum of 30-days' prior to the  
23 holiday. The holiday off shall be issued by seniority per shift.  
24 Should no employee sign up after the bid has been posted for  
25 1 week, the City shall have the right to assign the day off by  
26 reverse seniority per shift. No employee who is forced to take  
27 the holiday off shall be compensated for less than 40 straight  
28 time hours in his/her FSLA work week. The employee bidding  
29 the day off must also use additional hours of vacation, or leave  
30 without pay if approved by management, in order to take the  
31 whole shift off. Such employees who take the holiday off under  
32 this provision shall not be eligible for overtime pay for the  
33 additional 2 hours of a 42 hour work week, unless actual hours  
34 worked exceed 40 hours.  
35

36 ARTICLE 14  
37 COMPENSATION  
38

39 14.1 The classifications of employees covered by this Agreement and the  
40 corresponding rates of pay are set forth within Appendix "A" which is  
41 attached hereto and made a part of this Agreement.  
42

43 14.2 Longevity - Upon completion of the required time of service, regular full-time  
44 employees shall be entitled to Longevity Pay as per the following schedule.  
45 Longevity shall be based on employee's date of hire on full-time service, to  
46 become effective with the beginning of the pay period following completion  
47 of the required service time.

1  
2 Regular part-time employees who are recognized by the Union per Article  
3 3 shall be entitled to Longevity Pay on a pro-rated basis based on the  
4 number of hours normally scheduled for work (for example, if an employee  
5 works 20 hours per week, he/she would receive 50% of the longevity rate).  
6 Longevity shall be based on the date the employee was first eligible for  
7 regular part-time benefits.  
8

PER PAY PERIOD (BI-WEEKLY)	RATE
After 5 <sup>th</sup> Year	\$18.00
After 10 <sup>th</sup> Year	\$30.00
After 15 <sup>th</sup> Year	\$50.00
After 20 <sup>th</sup> Year	\$75.00

9  
10  
11  
12  
13  
14  
15  
16 14.2.1 Longevity shall be paid as per the above schedule provided that the  
17 employee has demonstrated acceptable performance as evidenced by an  
18 overall performance evaluation of "Good Work" or better, utilizing the  
19 current evaluation instrument in use by the City of Lynnwood as of the date  
20 of this contract. An overall performance evaluation of "Good Work" or better,  
21 means that at least 80 percent of rated categories are "Good Work" or  
22 better. To fail the definition of an overall performance evaluation of "Good  
23 Work" or better, at least 20 percent of the evaluation categories utilized in  
24 the evaluation must be checked "Learning or Must Improve." To count  
25 towards the 20 percent, the rater comments must clearly support that the  
26 reason the "Learning or Must Improve" box was checked related to  
27 performance deficiencies and not to document the learning process.  
28 Employees who have not demonstrated acceptable performance as defined  
29 above will be compensated at the next lower longevity schedule and must  
30 first be issued a written notification of performance deficiencies during the  
31 performance period stating areas of unsatisfactory performance and that  
32 the employee's longevity is in jeopardy. The written notification shall be  
33 provided to the employee within 60 calendar days from when performance  
34 is deemed deficient and a minimum of 30 calendar days prior to the  
35 employee's anniversary date to allow an appropriate amount of time for  
36 performance correction. The written notification shall include corrective  
37 action items and will define a length of time for improvement not to exceed  
38 six (6) months. Upon successful achievement of an overall "Good Work" or  
39 better rating at any time during the six (6) month period, the employee shall  
40 be re-evaluated and elevated to the usually applicable longevity schedule  
41 rate. Employees who are still rated "Learning or Must Improve" at the end  
42 of the six (6) month period shall receive a subsequent rating at the  
43 conclusion of six months from the date of the prior rating.  
44

45 14.3 Additional work generally falls into the following categories:  
46

1 14.3.1

Callback or Shift Extension - An employee called back or whose shift is extended 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 10:00 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 10:00 a.m. and 5:00 p.m.

18 14.3.2

Planned Divisional Overtime - If the Streets/Stormwater Division or the Utilities Division have planned divisional overtime work available, the following process will apply for determining who will work:

Step 1: Management will first offer the work to the Divisional employee who is on Standby Duty for the applicable time period, and in whose division the work is typically accomplished.

Step 2: If more than one employee is required to complete the planned overtime work for that specific Division, Management will offer the work to the non-Divisional employee who is on Standby Duty for the applicable time period as long as Management determines he or she is qualified to perform the planned overtime work. If the Standby Duty employee on the non-Divisional Standby List is not qualified to perform the planned overtime work, Management will move to Step 3 (below).

Step 3: If additional staff is required, Management will request employees to volunteer from their specific Division (the division creating the work), and select based on qualifications and seniority.

Step 4: If additional staff is still needed, Management has the right to

1 require overtime work only from the specific Divisional work  
2 group.

3  
4 This process does not apply to emergency situations or unplanned work  
5 and only applies to divisions (Utilities and Streets/Stormwater) that have an  
6 active Standby list.

7  
8 14.3.3 Standby Duty - In December and July of each calendar year, employees  
9 shall be given the opportunity to sign up for Standby Duty on a volunteer  
10 basis. In the event the Employer determines it does not have enough  
11 volunteers, the Employer retains the right to require at least eight (8)  
12 employees to work Standby Duty on a rotating basis in accordance with the  
13 current practice. Employees who are assigned to Standby Duty shall  
14 receive an allowance as follows:  
15

<b>Work Period</b>	<b>2019 – 2021</b>
<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.	\$3.20 per hour
<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.	\$3.20 per hour
<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.	\$3.50 per hour
<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.	\$3.50 per hour

16  
17 14.3.3.1 Employees assigned to Standby Duty shall be eligible for additional  
18 overtime from the first callback and shall be credited a minimum of two (2)  
19 hours on all such callbacks.  
20

21 14.3.3.2 Any employee not assigned to Standby Duty who is contacted once or  
22 multiple times by a City of Lynnwood Supervisory employee, including  
23 Foremen, outside of regular work hours for work related purposes, and who  
24 is not called in for duty, will be credited a minimum of one (1) additional hour  
25 of overtime worked; provided however, if the length of time spent for all such  
26 contacts exceeds one (1) hour, then the employee will be paid for actual

1 time spent for all such contacts. If called in for work, the employee will be  
2 credited for all hours worked including time spent during the contact as  
3 defined above.  
4

5 **14.3.3.3 Person in Charge (PIC) and Standby Person, Duties and Responsibilities**  
6

7 When the employer decides it's necessary, they may establish a Person in  
8 Charge (PIC) to be available to receive after-hours calls for assistance and  
9 to dispatch the appropriate response. It is the employer's right to determine  
10 the number of PIC's and to pick PIC personnel from either Management or  
11 the Bargaining unit. It is also the employer's right to, depending on  
12 conditions, staffing levels, and funding, to establish standby lists for Streets,  
13 Utilities, and/or Parks. One person is on each standby list for the period in  
14 question.  
15

16 **14.3.3.3.1 Person in Charge (PIC) Pay Rates:** If from the bargaining unit, the  
17 compensation for the PIC shall be the same as the Standby pay rate  
18 established in this agreement. If the non-bargaining unit PIC pay is higher  
19 than standby pay rates, then the bargaining unit PIC's shall receive that  
20 higher non-bargaining unit PIC pay.  
21

22 If the PIC is contacted (one time or multiple times) between the hours of  
23 10:00 p.m. and 5:00 a.m., the PIC shall receive one (1) hour of additional  
24 overtime for such contacts; provided however, if the length of time spent for  
25 all such contacts exceeds one (1) hour, then the employee will be paid for  
26 the actual time spent for all such contacts. Overtime for multiple  
27 occurrences shall not be paid for the same time period and shall extend for  
28 one-hour after the last occurrence.  
29

30 If the PIC is contacted (one-time or multiple times) between the hours of  
31 5:00 a.m. and 10:00 p.m. but not called in to work, the employee shall  
32 receive overtime for such contacts in one-quarter (1/4) hour increments  
33 rounded up to the next one-quarter hour (e.g., If a PIC works 16 minutes or  
34 29 minutes on a call, he will be paid for 30 minutes (the equivalent of two  
35 one-quarter (1/4) hour increments)). If a PIC is called in to work, the  
36 employee will be paid for all hours worked including time spent during the  
37 contact, as provided above.  
38

39 **14.3.3.3.2 Person in Charge (PIC) Responsibilities:** PIC is responsible for making the  
40 call(s) to those needed to do the after-hours work. Once the PIC has  
41 information regarding the work needed from the standby or other bargaining  
42 unit member, the PIC uses his best judgment and decides who should  
43 perform work needed to conclude the situation. For example, the work can  
44 either be performed by the bargaining unit or the PIC may call any service  
45 necessary to address the issue. The PIC shall make calls in the following  
46 order:  
47

48 1. Person on Standby List. The person on the Standby List is the 1st

1 person to be scheduled overtime on the day in question. He/she may be  
2 granted approval by the PIC not to cover scheduled work. If he/she is  
3 not qualified to do the needed work, cannot handle the work, if special  
4 circumstances exist, or if the call-out requires another person, the PIC  
5 then calls.

- 6 2. Another bargaining unit member who is capable of performing the work  
7 in question. The other standby person, if qualified to do the work, is  
8 called next. If not, the PIC calls the bargaining unit member from the  
9 standby list in the After-Hours rotation wheel. The After-Hours rotation  
10 wheel is the current and regularly updated list of bargaining unit  
11 employees assigned to the Streets/Stormwater Division and the Utilities  
12 Division. The After-Hours rotation wheel is to be updated approximately  
13 twice a year, or as appropriate. In the After-Hours rotation wheel – the  
14 employee most recently worked goes to the bottom of the list. Updates  
15 shall include lists of available phone numbers and those who have opted  
16 out. In the case of emergency, the city reserves the right to call out all  
17 employees, even those who have opted out.

- 18 3. Any employee of the city or outside vendor.  
19

20 Any deviation by the PIC from the above shall be documented within 72  
21 hours on the overtime sheet showing the reasonableness of deviation, and  
22 reviewed and approved as a part of bi-weekly time card submittals.  
23

24 14.3.3.3.3 Standby Person Responsibilities: In order to be allowed to be on Standby  
25 duty, the employee must:

- 26 1. Be available to take the call within a reasonable amount of time;  
27 2. Live within close enough proximity to be available while on duty to travel  
28 into the Lynnwood city limits within about 30 minutes of receiving a call;  
29 3. Be sober while on Standby duty;  
30 4. Communicate with the PIC if the employee becomes unavailable for any  
31 reason;  
32 5. Be qualified to do the work representing their list;  
33 6. Communicate with the PIC immediately if he/she is not able to address  
34 the issue by themselves or at all.  
35

36 14.3.3.3.4 Penalties:

- 37 1. The Standby person fails to follow procedures outlined herein. First  
38 offense:  
39 i. Removed from Standby list for a period of two passes or  
40 appropriate discipline.  
41 2. The Standby person fails to follow procedures outlined herein. Second  
42 offense in 1 year period:  
43 i. Removal from current Standby list or appropriate discipline  
44 3. The PIC fails to follow procedure outlined herein: First offense:

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

14.4 Community Events: For community events sponsored or supported by the City which necessitates bargaining unit employees assigned to the Streets/Stormwater Division or the Utilities Division to work overtime, assignments will be made by using the Events rotation wheel. The Events rotation wheel operates independently from the After-Hours rotation wheel. The procedure for the Events rotation wheel follows the same procedure as the After-Hours rotation wheel, as provided in Section 14.3.3.3.2.

The Events List will be used when bargaining unit employees are assigned to work at community events, including but not limited to the City 5K, Lynnwood University, Fair on 44th, Garbage/Recycling Event, Neighborhood Night Out, and other similar events/festivals. If an employee turns down work or works an opportunity on the Events List, they rotate to the bottom of the Events List. The Events List will be routinely updated and posted in the work area, per this Agreement.

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

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

8 14.5.2.1 In computing overtime for Regular Part Time and Part Time employees, only  
9 hours actually worked shall be considered as compensated time.  
10

11 14.5.3 Overtime will be paid at a double time rate (two times) when any regular  
12 eight (8) hour shift exceeds 12 consecutive hours of work for the hours  
13 worked after 12 consecutive hours. Once double time is triggered by this  
14 provision, double time will continue to be paid for work performed until the  
15 employee receives at least 10 hours off.  
16

17 14.5.4 Premium or overtime pay shall not be duplicated or pyramided. In no event  
18 shall premium or overtime pay be based on other than the employee's  
19 regular straight-time hourly rate of pay.  
20

21 14.6 Emergency Conditions: During unusual emergent conditions that require a  
22 change in shift and/or starting times governed by Article 13, employees will  
23 have a minimum 10 hour off shift period between the end and start time of  
24 their next shift. Previously scheduled shifts that would have occurred during  
25 the 10 hour off shift period are cancelled and superseded by the newly  
26 established emergency shift and therefore employees are not required to  
27 code 10 hour off shift periods on their timecards  
28

29 14.7 Compensatory Time - Compensatory time may be accrued by agreement  
30 between the City and the employee with the following limitations.  
31 Specifically, in lieu of overtime pay, an employee may with supervisory  
32 approval elect to accrue compensatory time off equal to the applicable  
33 overtime rate for each hour of overtime work, provided:  
34

- 35 1. The maximum allowable accumulation of compensatory time off shall  
36 be sixty (60) hours.  
37
- 38 2. Accrued compensatory time off may be used at the discretion of the  
39 employee with the supervisor's consent.  
40
- 41 3. In the event the employee terminates for any reason, accrued  
42 compensatory time shall be paid off in cash to the employee or his  
43 or her heirs.  
44
- 45 4. All Compensatory time not used by December 31 shall be paid to the  
46 employee no later than the second pay period of the following year  
47 at the wages in effect on the last pay period of the year when the

1 compensatory time was earned.

2  
3 14.8 Crew Premium Pay for Work at Pump Stations and Wastewater Treatment  
4 Plant

5  
6 Premium pay at the rates shown in the table below shall be paid to any non  
7 -treatment plant employee that routinely performs maintenance at either  
8 the Wastewater Treatment Plant or Sewer Pump Stations. Routinely means  
9 regularly scheduled and recurring hours including call-outs at the  
10 Wastewater Treatment Plant (or a similar number and type of hours at the  
11 Sewer Pump Stations) that would qualify the worker to be able to obtain  
12 and/or retain their Washington State Treatment Plant Operator Certification  
13 (OIT through Group IV). The minimum number of regularly scheduled hours  
14 to qualify for such premium pay shall, in no case, be less than ten (10) hours  
15 per month at the Wastewater Treatment Plant or the Sewer Lift Stations as  
16 verified by the employer.

17  
18 **Statement of Intent** - The City has historically achieved maintenance of the Wastewater  
19 Treatment Plant and Sewer Pump Stations with two separate positions (Pump Station  
20 Operator and Maintenance Technician). These positions are paid, generally, at a higher  
21 rate than Maintenance Workers in the industry, due to the higher skill, hazards, and  
22 technical requirements of the job. Comparables justify this general difference in pay. In  
23 order to provide a larger work force capable of this higher skill level work and to have  
24 more depth/ backup for these super-critical pieces of infrastructure, management has  
25 elected to change how the City performs such maintenance. Maintenance work at the  
26 Wastewater Treatment Plant and Sewer Pump Stations has recently been distributed  
27 among the various levels of Maintenance Workers, Lead Workers and Foremen  
28 consistent with their job descriptions. Recognizing that this work is compensated at a  
29 higher rate in the industry, the parties wish to distribute this higher compensation to all  
30 employees that perform such work on a regular and routine basis. One benefit of this plan  
31 is that those Maintenance Workers who perform such regular and routine maintenance  
32 at the Wastewater Treatment Plant would qualify to receive state certification as  
33 Treatment Plant Operators, thus qualifying them to train for and ultimately compete for  
34 other Wastewater Treatment Plant Operator positions, which generally are paid at higher  
35 rates. The benefit to the City is that there would be Maintenance Workers trained and  
36 available to immediately fill in for Treatment Plant Operators should the need exist.

1

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

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

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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 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.

1  
2 The parties agree that there are mutual interests with this topic and future  
3 discussions should be considered.  
4

5 ARTICLE 15  
6 CLASSIFICATIONS AND PAY RANGES  
7

8 15.1 The STEP increases A to B, B to C, C to D, and D to E shall be recognized  
9 as performance STEP increases based upon the successful completion of  
10 twelve (12) months of service in each respective performance STEP.  
11

12 15.1.1 Successful completion occurs if no written notification of unsatisfactory  
13 performance is issued during the performance period.  
14

15 15.1.2 The employer must communicate with the employee about their  
16 unsatisfactory performance and issue at least one oral warning prior to the  
17 written notification.  
18

19 15.1.3 Written notifications must:  
20

21 15.1.3.1 State areas of unsatisfactory performance, corrective action items required  
22 and warn that the employee's step increase is in jeopardy.  
23

24 15.1.3.2 Define a length of time for improvement not to exceed six (6) months.  
25

26 15.1.3.3 Be provided to the employee within 60 calendar days from when  
27 performance is deemed deficient and a minimum of 30 calendar days prior  
28 to the employee's anniversary date to allow an appropriate amount of time  
29 for performance correction.  
30

31 15.1.4 During the 6-month period referenced in 15.1.3.2, a performance evaluation  
32 shall take place at 3 months.  
33

34 15.1.4.1 If it is determined that the employee's performance has improved and meets  
35 the outlined expectations at the 3 month review, the step increase will be  
36 put in place at that time, is not retroactive, and the step increase anniversary  
37 date does not change.  
38

39 15.1.4.2 If it is determined that the employee's performance has improved and meets  
40 the outlined expectations after the 3-month review, the step increase will be  
41 put in place at that time, is not retroactive, and the step increase anniversary  
42 date will be reset to occur in twelve (12) month increments thereafter,  
43 provided no written notification of unsatisfactory performance is issued for  
44 that period, and until the employee achieves the top step in the employee's  
45 classification.  
46

47 15.2 For any employee hired as a Treatment Plant Operator prior to October 1,

1 2007, the rates of pay shall be determined by their Washington State  
2 Certification Group Level.

3 For any employee hired after Oct. 1, 2007 as a Treatment Plant Operator,  
4 the rates of pay shall be determined by their Washington State Certification  
5 Group Level up to and including a Treatment Plant Operator II.

6 Promotions to Treatment Plant Operator III and IV shall be made only when  
7 a vacancy occurs, at the option of management, and provided that the  
8 employee demonstrates proficiency for a promotion, including but not  
9 limited to acquiring their appropriate Washington State Certification Group  
10 Level.

11  
12 15.3 Promotions - In the event a permanent job vacancy occurs in the bargaining  
13 unit, appointments shall be made by the Employer, upon selection of the  
14 applicants determined to be best qualified for the position, after providing  
15 due opportunity and consideration for advancement of present employees  
16 in positions of lower salaries. The Employer shall give consideration to an  
17 employee's length of continuous service with the Employer as well as the  
18 ability to perform the duties required in the job. To the extent that  
19 comparable qualification and performance are found to exist, preference  
20 shall be given to advancement of such present employees before  
21 appointment of new employees.

22  
23 15.3.1 A newly promoted employee shall be considered on probation for a period  
24 of six (6) months, during which time an evaluation shall be made as to  
25 whether the employee shall continue in the promoted position or resume his  
26 former position. The evaluation of this promotional probation period shall  
27 not be subject to the grievance procedure and the decision to make the  
28 promotion permanent shall be solely at the Employer's discretion.

29  
30 15.3.2 The Employer shall fill vacancies in bargaining unit positions as soon as  
31 practical, once the Employer has made the decision to fill such vacancy.

32  
33 15.4 Job Postings - New positions and positions which become vacant within the  
34 bargaining unit shall be posted for seven (7) calendar days, during which  
35 time employees may apply for the position. Posted jobs shall contain a  
36 description of the job duties, the rate of pay and the starting date for the  
37 position. An employee's eligibility for positions posted shall require the  
38 employee to have demonstrated qualifications to perform the duties of the  
39 position.

40  
41 15.5 The Employer may place any new employee in the appropriate classification  
42 and/or pay step, based on the employee's qualifications and experience.  
43 There shall be no automatic promotions or progression from one pay grade  
44 to a higher pay grade. For example, progression from Maintenance Worker  
45 I to Maintenance Worker II shall occur when a vacancy occurs and, provided

1 that the employee demonstrates the proficiency required for a promotion to  
2 Maintenance Worker II.

3  
4 15.6 Out of Class Pay:

- 5 1. Definition: An employee works out of class when he or she is  
6 assigned the major distinguishing duties of a position in a higher  
7 classification for five (5) consecutive working days or longer or when  
8 a higher class needs to be filled for 5 consecutive days and is done  
9 so by one or more person(s), then all replacement hours shall be  
10 paid at the out of class pay rate. This does not include those  
11 individuals involved in routine training. All out of class pay shall be  
12 approved in advance by the employer.  
13  
14 2. Compensation for Work Out of Class: An employee working out of  
15 class will receive an hourly pay increase in their pay rate for those  
16 hours worked pursuant to the following:  
17

Year	Amount
2019-2021	\$1.50

18  
19 **Statement of Intent:** The City wishes to recognize and compensate employees when  
20 they take on extra responsibilities related to work in a higher classification. A minimal  
21 amount of sharing of responsibilities is expected due to periods of short absence by  
22 personnel. It is recognized, however, that when an employee is absent for one week or  
23 more, then often times a subordinate must assume many of the duties and responsibility  
24 of the absent employee. A higher rate of pay is warranted in this situation.  
25

26 15.7 Each employee shall have the responsibility to maintain proficiency and/or  
27 certifications required to perform assigned duties. Failure to comply may  
28 result in a reduction in classification and possible discharge.  
29

30 ARTICLE 16  
31 DISCIPLINARY ACTION  
32

33 16.1 The Employer shall not suspend or discharge an employee without just  
34 cause. With respect to suspension or discharge the Employer shall give the  
35 employee one (1) written warning in order to give the employee an  
36 opportunity to correct any problems brought to his attention; provided  
37 however, no obligation shall exist for the Employer to issue such warning if  
38 the offense involved is of grave importance such as theft, gross  
39 insubordination, intoxication while on duty, possession or use or sale of  
40 illegal drugs, or other matters of similar significance. Suspension or  
41 discharge shall be by written notice to the employee with an informational  
42 copy to the Union.  
43

44 16.2 The complaint specified in such prior warning notice need not concern the

1 same type of misconduct as the cause for discharge or suspension. No such  
2 warning notice concerning an employee's work or conduct shall remain in  
3 effect for a period of more than twenty-four (24) months. A copy of such  
4 warning notice shall be sent to the Union at the time it is given to the  
5 employee.  
6

7 16.3 The Employer shall give a reasonable notice to the employee and Union of  
8 the need to conduct a Loudermill hearing prior to issuance of disciplinary  
9 action. A warning notice shall be issued within thirty (30) working days of  
10 the alleged cause for the reprimand or within thirty (30) working days of the  
11 Employer's knowledge of the cause for such warning notice.  
12

13 ARTICLE 17  
14 SETTLEMENT OF DISPUTES  
15

16 17.1 Grievance Policy - The parties recognize that the most effective  
17 accomplishment of the work of the Employer requires prompt consideration  
18 and equitable adjustments of the employee's grievances. It is the desire of  
19 the parties to adjust grievances informally whenever possible, and both  
20 supervisors and employees are expected to make every effort to resolve  
21 problems as they arise. However, it is recognized that there may be  
22 grievances which can be resolved only after a formal review. Accordingly,  
23 the following procedure is hereby established in order that grievances of  
24 employees covered by this Agreement may be resolved as fairly and  
25 expeditiously as possible.  
26

27 17.2 Grievance Defined - A grievance shall be defined as an issue raised relating  
28 to the interpretation, application or violation of any terms or provisions of  
29 this Agreement. The grievance procedure is the exclusive remedy for claims  
30 that the contract has been violated. A grievance shall be processed as set  
31 forth below, provided that time limits and/or procedure steps may be waived  
32 by mutual agreement of the parties. For purposes of this Article, working  
33 days means Monday through Friday (except holidays).  
34

35 17.2.1 Section A.2 of Appendix A may be grieved by Part Time Employees - Part  
36 Time Employees may only utilize the grievance process to resolve an issue  
37 raised related to the interpretation, application or violation of any terms or  
38 provisions of Section A.2 of Appendix A, Hourly Rates of Pay for Part Time  
39 Classifications. No other contract article may be grieved by Part Time  
40 Employees.  
41

42 17.3 Grievance Procedure  
43

44 17.3.1 Step 1 An employee and/or the Union, within ten (10) working days from  
45 the occurrence or knowledge of the occurrence of an alleged grievance (but  
46 in no event more than thirty (30) working days from the date of the

1 occurrence), may bring said grievance to the attention of his immediate  
2 supervisor in writing. The written grievance shall set forth the nature of the  
3 grievance, the facts on which it is based, the article allegedly violated, and  
4 the remedy requested.  
5

6 The immediate supervisor shall hold a grievance meeting with the employee  
7 within five (5) working days of the supervisor's receipt of the grievance, and  
8 the supervisor will submit a written grievance answer within ten (10) working  
9 days of the meeting to the employee and the Union.  
10

11 Step 2. If the grievance was not settled at Step 1, it may be advanced by  
12 the Union to the Department Head or designee within ten (10)  
13 working days of receipt of the Step 1 answer. A grievance  
14 meeting with the Union shall be scheduled within ten (10)  
15 working days of receipt of the grievance, and a written grievance  
16 answer will be given with ten (10) working days of the meeting  
17 to the Union.  
18

19 Step 3. If the grievance was not settled at Step 2, it may be advanced by  
20 the Union to the Mayor or designee within ten (10) working days  
21 of receipt of the Step 2 answer. A grievance meeting with the  
22 Union shall be scheduled within ten (10) working days of receipt  
23 of the grievance, and a written grievance answer will be given  
24 with fifteen (15) working days of the meeting to the Union.  
25

26 17.3.1.1 At the request of either party, and upon mutual agreement, the timelines as  
27 defined in these grievance procedures may be suspended in order to  
28 conduct an Interest Based Bargaining (IBB) style discussion of the  
29 grievance issue. If the IBB discussion does not resolve the issue or either  
30 party wishes to return to the traditional process and timelines, either party  
31 may then restart the formal grievance process timeline at the point it was  
32 suspended upon written notice. In order to facilitate an open discussion of  
33 the issues, any proposals, discussion, and/or brainstorming offered in the  
34 IBB process shall not be binding upon either party and will be considered  
35 "off-the-record" and confidential and may not be used to either party's  
36 advantage should arbitration occur if the IBB process is not successful.  
37

38 17.3.2 Failure of the Mayor or designee to satisfactorily resolve the alleged  
39 grievance to the satisfaction of the grieved party shall permit the Union or  
40 the Employer the right to submit a demand for arbitration within ten (10)  
41 working days of receipt of the Mayor's response.  
42

43 17.3.3 The Employer and the Union shall immediately thereafter select an  
44 arbitrator to hear the dispute. If the Employer and the Union are not able to  
45 agree upon an arbitrator within ten (10) working days after receipt by the  
46 Employer of the demand for arbitration, the Union may request a list of nine

1 (9) arbitrators, located in Washington, Oregon, or Idaho, from the Federal  
2 Mediation & Conciliation Service or the Washington State Public  
3 Employment Relations Commission. After receipt of same, the parties shall  
4 alternately strike the names of the arbitrators until only one (1) name  
5 remains, who shall, upon hearing the dispute, render a decision which shall  
6 be final and binding upon both parties.  
7

8 17.4 Nothing herein shall prevent an employee from seeking assistance from the  
9 Union or the Union from furnishing such assistance at any stage of the  
10 grievance procedure.  
11

12 17.5 The expenses of the arbitrator, the cost of any hearing room and the cost  
13 of a shorthand reporter, unless such are paid by the State of Washington,  
14 shall be borne equally by the Employer and the Union. The arbitrator shall  
15 have no power to negotiate new agreements or to add to, delete from,  
16 ignore, or modify any of the terms of the Agreement. Each party shall bear  
17 the cost of its own representatives, including attorney's fees.  
18

19 ARTICLE 18  
20 WORKLOAD AND STANDARDS, TRAINING, PERFORMANCE EVALUATION AND  
21 ORGANIZATIONAL EXCELLENCE  
22

23 18.1 Training and Development - The City may subsidize employee participation  
24 in training and education based on relevance to the employee's job, budget  
25 limitations and managerial priorities:

26 A. If an employee is required by the Employer to participate in any  
27 development or training program, the time shall be considered time  
28 worked for pay purposes except as otherwise provided by state and  
29 federal law. In addition, the Employer will be responsible for costs  
30 related to tuition, texts, training materials, and other expenses  
31 required for such participation, subject to the City's Travel and  
32 Reimbursement Policy.

33 B. The Employer may approve an Employee's request to pay for  
34 attendance at classes or seminars offered by colleges, business  
35 schools, professional organizations, consulting firms or private  
36 businesses. An employee wishing to take a class, seminar or course  
37 must complete an approval request form. The form is subject to  
38 approval by the employee's Supervisor and the Department Director  
39 prior to enrollment in the class.

40 C. If an employee is required to maintain a certification as a condition  
41 of continuing employment, the certification renewal fee will be paid  
42 by the Employer.  
43

44 18.1.1 Expenditure of Employer funds for training programs shall be made after  
45 prior approval by the Mayor, upon recommendation by the Department  
46 Director. Employees shall be required to furnish proof of satisfactory

1 completion of programs previously paid for by the employee prior to  
2 reimbursement for payment by the Employer of such programs. Where  
3 grades are provided, a minimum "C" grade shall be required. Expenditures  
4 for training purposes shall not exceed the amount of funds budgeted for this  
5 purpose.  
6

7 18.1.2 The Employer shall provide information on job-related training programs  
8 offered in the Seattle area to employees.  
9

10 18.1.3 Cross-training During the period of October-December of each year, those  
11 Maintenance Workers interested in participating in a voluntary cross training  
12 program shall notify their Department Director of their interest.—If there are  
13 interested persons and if agreed upon by the Union and Management,  
14 Management shall develop and implement a voluntary cross-training  
15 program for Maintenance Workers. A call for volunteers will be made for  
16 those interested in participating. Management will interview each applicant  
17 and choose those that meet the minimum qualifications of each separate  
18 job description (i.e. utilities, transportation, parks) Depending on adequate  
19 number of volunteers, a rotating schedule with equal training time for each  
20 division would be developed and implemented.  
21

22 **Statement of Intent:** The Interest Based Bargaining process identified the need to  
23 provide our employees with cross-departmental training. Public Works Utilities,  
24 Transportation and Parks all have Maintenance Workers that have similar responsibilities  
25 as well as differing technical skill requirements. In order to promote and encourage cross  
26 departmental hiring and promotions, management would like to encourage Maintenance  
27 Workers to gain skills and experiences in each area. As opportunities for advancement  
28 become available, there would be more qualified candidates from which to choose. Both  
29 parties would therefore benefit.  
30

## 31 ARTICLE 19 32 SENIORITY 33

34 19.1 Seniority - An employee's seniority shall be defined as that period from the  
35 employee's most recent first day of regular full-time, regular part-time, or  
36 part time employment within the bargaining unit as detailed in Article 3.  
37

38 19.1.1 Break in Seniority - An employee's seniority shall be broken so that no prior  
39 period of employment shall be counted and his seniority shall cease upon:  
40

41 Justifiable discharge.  
42

43 Voluntary quit.  
44

45 Layoff or leave of absence due to illness or injury for a period  
46 exceeding twenty-four (24) months unless otherwise approved by

1 the Employer; provided however, such approval may only be granted  
2 if the employee has been in the employ of the Employer for a period  
3 of at least one (1) year prior to such layoff or leave of absence or in  
4 the event of an on-the-job injury, the period of leave shall be for as  
5 long as there is a reasonable verifiable expectation that the  
6 employee will be able to return to work.  
7

8 Failure of the employee to return to work upon recall from layoff  
9 within ten (10) calendar days after the certificate of mailing date of  
10 the Employer's written notice of recall, addressed to the employee's  
11 last known address appearing on the Employer's records.  
12

13 19.2 When requested by the Union in writing, the Employer shall provide the  
14 Union with a seniority list, showing the name of each employee within the  
15 bargaining unit, his present classification and his date of employment in a  
16 Regular Full Time, Regular Part Time or Part Time status.  
17

18 ARTICLE 20  
19 LAYOFF AND RECALL  
20

21 20.1 Reduction in Work Force - Seniority by affected classification shall prevail  
22 within the bargaining unit for layoff; provided however, the employee has  
23 demonstrated equal performance. In such event, the last one hired in the  
24 classification affected shall be the first one laid off. An employee affected  
25 by such reduction in force may exercise his seniority to bump into a lower  
26 classification on the following conditions:  
27

- 28 - The employee's qualifications and performance are equal  
29 to the employee being bumped;
- 30
- 31 - The employee has greater seniority than the occupant of  
32 the position in the lower classification;  
33
- 34 - In the event of a reduction in work force, an employee  
35 accepting a reduction to a lower classification in lieu of  
36 layoff shall accept the wages for such classification;  
37
- 38 - In the event the original job reopens within one (1) year  
39 the employee so reduced shall be reinstated to the  
40 original position;  
41
- 42 - In the event of a layoff, the Employer shall give the  
43 employee being laid off at least thirty (30) days' notice.  
44

45 20.1.1 The judgment rests with the Department Director in administering the  
46 provisions of this Section. The Department Director shall be reasonable in

1 the exercise of such judgment.

2  
3 20.2 Recall - In the event of recall, employees shall be recalled in inverse order  
4 of layoff. An employee on layoff shall keep both the Employer and the Union  
5 informed of the address and telephone number where he can be contacted.  
6 When the Employer is unable to contact an employee who is on layoff or  
7 recall, the Union shall be so notified. If neither the Union nor the Employer  
8 are able to contact the employee within ten (10) working days after the  
9 certificate of mailing date of the Employer's written notice of recall,  
10 addressed to the employee's last known address appearing on the  
11 Employer's records, the Employer's obligation to recall the employee shall  
12 cease. The Employer shall have no obligation to recall the employee after  
13 he has been on continuous layoff for a period of one (1) year. In the event  
14 an employee does not return to work when recalled, the Employer shall  
15 have no further obligation to recall him.

16  
17 ARTICLE 21  
18 GENERAL PROVISIONS  
19

20 21.1 Maintenance of Standards - It is not the intent of the parties to reduce base  
21 hourly rates of pay set forth in Appendix "A" except as expressly amended  
22 by this Agreement.

23  
24 21.2 Standards of Performance - Standards of performance shall be maintained  
25 at not less than the highest standards in effect at the time of the signing of  
26 this Agreement.

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

38  
39 21.4 Uniforms for Regular Full Time and Regular Part Time Employees - The  
40 Employer shall provide and maintain uniforms, including winter coats, at no  
41 cost to the employees with the understanding that uniforms and safety  
42 equipment shall be worn by employees during all working hours.

43  
44 21.4.1 Uniforms or Footwear for Part time Employees - The employer may, based  
45 on need, provide and maintain clothing and / or footwear items necessary  
46 to perform work depending on the season and assignment.

1  
2 21.5 Vehicle Use - All Employer vehicles shall be used only for City business and  
3 not for personal use.  
4

5 ARTICLE 22  
6 SAVINGS CLAUSE AND FUNDING  
7

8 22.1 Entire Agreement - The Agreement expressed herein in writing constitutes  
9 the entire Agreement between the parties and no verbal statement shall add  
10 to or supersede any of its provisions.  
11

12 22.2 It is the intention of the parties hereto to comply with all applicable  
13 provisions of the State or Federal Law and they believe that each and every  
14 part of this Agreement is lawful. All provisions of this Agreement shall be  
15 complied with unless any of such provisions shall be declared invalid or  
16 inoperative by a court of final jurisdiction. In such event either party may  
17 request renegotiation of such invalid provisions for the purpose of adequate  
18 and lawful replacement thereof; provided however, such findings shall have  
19 no effect whatsoever on the balance of this Agreement.  
20

21 ARTICLE 23  
22 TERM OF AGREEMENT  
23

24 23.1 Unless otherwise specified, this Agreement shall be effective as of January  
25 1, 2019 and shall remain in full force and effect through December 31, 2021.  
26

27 23.2 An employee who has terminated his/her employment with the City shall  
28 only be paid in accordance with the wage provisions in effect at the time of  
29 his/her termination and no retroactive wage adjustments negotiated by the  
30 parties after the employee terminates his/her employment shall apply.  
31  
32  
33

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 6-6-19

Date 7/10/2019

34

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, 2019 through December 31, 2021

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 1, 2019 the hourly rates of pay for Regular Full-Time and Regular Part-Time classifications covered by this Agreement are increased by four percent (4.0%), rounded, over the December 31, 2018 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%)	\$34.55	\$36.28	\$37.96	\$39.68	\$41.82
Treatment Plant Operator IV	\$32.91	\$34.54	\$36.15	\$37.79	\$39.83
Treatment Plant Operator III	\$31.94	\$33.39	\$34.84	\$36.33	\$38.15
Treatment Plant Operator II	\$30.32	\$31.83	\$33.33	\$34.87	\$36.72
Treatment Plant Operator I	\$29.76	\$30.82	\$31.89	\$32.93	\$34.32
SCADA Technician (same as WWTP III)	\$31.94	\$33.39	\$34.84	\$36.33	\$38.15
Operator-in-Training	\$22.86	\$23.95	\$25.03	\$26.15	\$27.53
Pump Station Operator	\$30.07	\$31.49	\$32.94	\$34.48	\$36.45
Maintenance Technician	\$30.72	\$32.19	\$33.66	\$35.15	\$37.01
Maintenance Worker I	\$22.07	\$23.26	\$24.42	\$25.58	\$27.02
Maintenance Worker II	\$27.36	\$28.62	\$29.96	\$31.32	\$33.12
Lead Worker, Utilities Specialist	\$30.53	\$31.83	\$33.12	\$34.47	\$36.12

CLASSIFICATION	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 49m+
Foreman	\$32.83	\$34.35	\$35.90	\$37.41	\$39.34
Electrician/WWTP & Utilities (WWTP IV plus 2.5%)	\$33.73	\$35.41	\$37.06	\$38.74	\$40.82

1  
2 A.2 Effective January 1, 2020, the hourly rates of pay for Regular Full-Time and  
3 Regular Part-Time classifications covered by this Agreement are increased  
4 by four percent (4.0%), rounded, over the December 31, 2019 rates, as  
5 follows:  
6

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%)	\$35.93	\$37.73	\$39.48	\$41.27	\$43.49
Treatment Plant Operator IV	\$34.23	\$35.92	\$37.60	\$39.30	\$41.42
Treatment Plant Operator III	\$33.22	\$34.73	\$36.23	\$37.78	\$39.68
Treatment Plant Operator II	\$31.53	\$33.10	\$34.66	\$36.26	\$38.19
Treatment Plant Operator I	\$30.95	\$32.05	\$33.17	\$34.25	\$35.69
SCADA Technician (same as WWTP III)	\$33.22	\$34.73	\$36.23	\$37.78	\$39.68
Operator-in-Training	\$23.77	\$24.91	\$26.03	\$27.20	\$28.63
Pump Station Operator	\$31.27	\$32.75	\$34.26	\$35.86	\$37.91
Maintenance Technician	\$31.95	\$33.48	\$35.01	\$36.56	\$38.49
Maintenance Worker I	\$22.95	\$24.19	\$25.40	\$26.60	\$28.10
Maintenance Worker II	\$28.45	\$29.76	\$31.16	\$32.57	\$34.44
Lead Worker, Utilities Specialist	\$31.75	\$33.10	\$34.44	\$35.85	\$37.56
Foreman	\$34.14	\$35.72	\$37.34	\$38.91	\$40.91
Electrician/WWTP & Utilities (WWTP IV plus 2.5%)	\$35.08	\$36.83	\$38.54	\$40.29	\$42.45

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10 A.3 Effective January 1, 2021, the hourly rates of pay for Regular Full-Time and  
11 Regular Part-Time classifications covered by this Agreement are increased  
12 by three and one-half percent (3.5%), rounded, over the December 31, 2020  
13 rates, as follows:  
14

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%)	\$37.19	\$39.05	\$40.86	\$42.71	\$45.01
Treatment Plant Operator IV	\$35.43	\$37.18	\$38.92	\$40.68	\$42.87
Treatment Plant Operator III	\$34.38	\$35.95	\$37.50	\$39.10	\$41.07
Treatment Plant Operator II	\$32.63	\$34.26	\$35.87	\$37.53	\$39.53
Treatment Plant Operator I	\$32.03	\$33.17	\$34.33	\$35.45	\$36.94
SCADA Technician (same as WWTP III)	\$34.38	\$35.95	\$37.50	\$39.10	\$41.07
Operator-in-Training	\$24.60	\$25.78	\$26.94	\$28.15	\$29.63
Pump Station Operator	\$32.36	\$33.90	\$35.46	\$37.12	\$39.24
Maintenance Technician	\$33.07	\$34.65	\$36.24	\$37.84	\$39.84
Maintenance Worker I	\$23.75	\$25.04	\$26.29	\$27.53	\$29.08
Maintenance Worker II	\$29.45	\$30.80	\$32.25	\$33.71	\$35.65
Lead Worker, Utilities Specialist	\$32.86	\$34.26	\$35.65	\$37.10	\$38.87
Foreman	\$35.33	\$36.97	\$38.65	\$40.27	\$42.34
Electrician/WWTP & Utilities (WWTP IV plus 2.5%)	\$36.31	\$38.12	\$39.89	\$41.70	\$43.94

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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 1, 2019 are as follows, reflecting an increase of one and one-half percent (1.5%), rounded, over the December 31, 2018 rates, as follows:

CLASSIFICATION	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Teamsters General Labor	\$13.85	\$14.54	\$15.26	\$16.04	\$16.85	\$17.68
Teamsters Intern						
Teamster Vegetation Supervisor	\$16.50	\$17.34	\$18.19	\$19.11	\$20.05	\$21.07

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**Starting Rates:** Employees 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.

1  
2 A.5 Effective January 1, 2020, the hourly rates of pay for Part-Time  
3 classifications covered by this Agreement are increased by one and one-  
4 half percent (1.5%), rounded, over the December 31, 2019 rates shown  
5 above, as follows:  
6

CLASSIFICATION	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Teamsters General Labor Teamsters Intern	\$14.06	\$14.76	\$15.49	\$16.28	\$17.10	\$17.94
Teamster Vegetation Supervisor	\$16.75	\$17.60	\$18.46	\$19.39	\$20.35	\$21.38

7  
8  
9 A.6 Effective January 1, 2021, the hourly rates of pay for Part Time  
10 classifications covered under this agreement shall be increased by one and  
11 one-half percent (1.5%), rounded, over the December 31, 2020 rates shown  
12 above, as follows:  
13

CLASSIFICATION	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Teamsters General Labor Teamsters Intern	\$14.27	\$14.98	\$15.72	\$16.53	\$17.35	\$18.21
Teamster Vegetation Supervisor	\$17.00	\$17.86	\$18.74	\$19.68	\$20.65	\$21.70

14  
15 Rate Increases: Part-Time employees who have been employed for twelve (12)  
16 months and have worked at least 520 hours in those 12 months are eligible for an  
17 increase to the next highest rate for the classification provided performance is  
18 satisfactory. If such an employee meets the 12 month criteria but not the 520 hour  
19 criteria, they will be eligible for the increase when they do eventually meet the 520  
20 hour criteria.  
21  
22

1 APPENDIX "B"  
2 to the  
3 AGREEMENT  
4 by and between  
5 CITY OF LYNNWOOD, WASHINGTON  
6 and  
7 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
8 LOCAL UNION NO. 763  
9 (Representing the Public Works and Parks Employees)

10  
11 January 1, 2019 through December 31, 2021  
12

13 This appendix is supplemental to the AGREEMENT by and between the CITY OF  
14 LYNNWOOD, WASHINGTON, hereinafter referred to as the Employer, and LOCAL  
15 UNION NO. 763, PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND  
16 DRIVERS, hereinafter referred to as the Union.  
17

18 Drug and Alcohol Testing - The following language shall be incorporated into the  
19 City Drug Testing Policy. Each employee will be provided two (2) copies of the  
20 policy, one (1) of which shall be signed, dated and retained by the City as proof  
21 that the employee has been advised of the policy. The Union accepts the adoption  
22 of the two City policies entitled Drug and Alcohol Testing for Non-CDL Employees  
23 of the Teamsters Bargaining Unit and Drug and Alcohol Testing for Employees  
24 Who Operate Commercial Vehicles as amended as of December 17, 2004. (See  
25 Attachments).  
26

27 Reasonable Suspicion Testing  
28

29 Employees covered by this collective bargaining agreement who are not subject  
30 to DOT mandated drug and alcohol testing are only subject to reasonable  
31 suspicion testing as outlined in this Article. Reasonable suspicion is not a basis for  
32 testing unless it is based on first (1st) party observation and verification.  
33

34 In cases in which at least one (1) supervisor, (and another supervisor or employee,  
35 if possible) have reasonable suspicion to believe that the employee is under the  
36 influence of controlled substances, the Employer may require the employee to  
37 undergo a urine specimen collection or breath alcohol analysis. (The employee  
38 may request to have another employee in the bargaining unit, if available,  
39 accompany the employee to the testing site but not in the room where the test is  
40 being administered.)  
41

42 The requisite "reasonable suspicion" the supervisor (and another supervisor or  
43 employee, if possible) must possess shall be specific and observable and shall  
44 include abnormal indicators regarding appearance, behavior, speech or breath  
45 odor.  
46

1 All supervisors and Employer representatives designated to determine whether  
2 reasonable suspicion exists to require an employee to undergo drug or alcohol  
3 testing shall receive specific training, in a prescribed training program, on the  
4 physical, behavioral, speech and performance indicators of how to detect  
5 reasonable suspicion of alcohol misuse or use of controlled substances. The  
6 observations may include the indication of chronic and withdrawal effects of  
7 controlled substances. The supervisor must make a written statement of these  
8 observations within twenty-four (24) hours. A copy must be provided to the Shop  
9 Steward or other union official if an employee is disciplined.

10  
11 In the event the Employer requires a reasonable suspicion test, the Employer shall  
12 provide transportation to and from the testing location.

13  
14 Employees testing positive for alcohol or drugs shall be referred to the City's  
15 employee assistance program. The City will provide assistance to the extent  
16 covered by the City's employee benefit and leave policies. Discipline, if any is  
17 taken, will be based upon the employee's participation in the EAP's recommended  
18 rehabilitation program and the severity of any offences committed during work  
19 hours while under the influence of alcohol or drugs. Employees are subject to  
20 discipline up to and including discharge if they refuse to submit to either a urine  
21 specimen or breath alcohol analysis provided that management has explained the  
22 consequences of such action to the employee. Employees who come forward prior  
23 to any drug or alcohol related incident shall not be subject to suspension or  
24 discharge for doing so.  
25

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, 2019 through December 31, 2021

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 6-6-19

Date May 29, 2019

1 MEMORANDUM OF UNDERSTANDING  
2 to the  
3 AGREEMENT  
4 by and between  
5 CITY OF LYNNWOOD, WASHINGTON  
6 and  
7 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
8 LOCAL UNION NO. 763  
9 (Representing the Public Works and Parks Employees)

10  
11 January 1, 2019 through December 31, 2021  
12

13 This Memorandum of Understanding (MOU) is supplemental to the Agreement by and  
14 between the City of Lynnwood, Washington; hereinafter referred to as the Employer, and  
15 Local Union No. 763, Public, Professional & Office-Clerical Employees and Drivers;  
16 hereinafter referred to as the Union.  
17

18 **FACTS:**  
19

20 WHEREAS, the Union is recognized as the sole and exclusive collective bargaining agent  
21 for the employees covered by the Collective Bargaining Agreement (CBA);  
22

23 WHEREAS, the current CBA represents all employees of the Employer, in the  
24 Departments of Public Works and Parks, employed in Appendix "A" classifications within  
25 the Water, Sewer, Treatment Plant, and Streets Divisions and Parks Department;  
26

27 WHEREAS, it is unlawful to camp or store camping paraphernalia on city property and it  
28 is unlawful to use public land for the purpose of camping or the storage of personal  
29 property;  
30

31 WHEREAS, employees who work in the Departments of Public Works and Parks have in  
32 the past routinely been required by the Employer to intervene (i.e., clean up) when  
33 homeless encampments are found on public land;  
34

35 WHEREAS, the Union and the Employer recognize these job tasks fall within the scope  
36 of bargaining unit work and that the work will remain with the bargaining unit except as  
37 set forth in this MOU; and  
38

39 WHEREAS, except as set forth herein, nothing in this MOU will change or alter other  
40 Articles/Sections currently contained in the Agreement between the Employer and the  
41 Union.  
42

43 **RESOLUTION:**  
44

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

1 these current practices will continue. In the event the Employee and/or Employer,  
2 during the clean-up process, determines that a homeless encampment on Parks-  
3 maintained property exceeds the capabilities, training, and/or equipment of Parks  
4 staff, the Employer may arrange for an outside contractor to conduct the clean up.  
5

6 2) Public Works Department - Because homeless encampments are more significant  
7 in size in the various areas of Public Works, and are more likely to contain  
8 significant hazardous substances, both the Employer and the Union agree that a  
9 City-appointed contractor will be used to perform all clean-up and removal of  
10 homeless encampments that would otherwise be assigned to Public Works staff.  
11

12 3) The Employer and the Union recognize that the use of an outside contractor may  
13 present issues that neither party anticipated. Therefore, the parties will attempt  
14 to work together to resolve issues as they arise in a cooperative and amicable  
15 manner.  
16

17 4) This MOU shall be effective on the date signed by both parties and will remain in  
18 effect through the term of the 2019-2021 CBA.  
19  
20  
21

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 6-6-19

Date 7/10/2019

22

**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.