

1 AGREEMENT

2
3 by and between

4
5 CITY OF LYNNWOOD

6
7 and

8
9 LOCAL UNION NO. 763

10
11 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

12
13
14
15 Representing the Public Works and Parks Employees

16
17
18 January 1, 2024

19
20 through

21
22 December 31, 2026

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1 ARTICLE 1
2 PREAMBLE
3

4 THIS AGREEMENT is by and between the CITY OF LYNNWOOD, WASHINGTON,
5 hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-
6 CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the
7 International Brotherhood of Teamsters, hereinafter referred to as the Union.
8

9 The Interest Based Bargaining process included herein represents a thorough and
10 cooperative discussion of the Collective Bargaining Agreement. All sections of the
11 Agreement were considered for amendments and reformatted for readability and clarity.
12 Intent and meaning of each part of the Agreement was acknowledged. Changes were
13 made throughout the Agreement as bargained and agreed to. Both Management and the
14 Union are in agreement that the amended Agreement, in whole, fulfills its purpose.
15

16 ARTICLE 2
17 PROBATION
18

19 2.1 Probation Period - Employees shall be subject to a twelve (12) month
20 probation period commencing with their date of hire. During this period, the
21 Employer shall be under no obligation to retain in its employment an
22 employee on probation; provided however, the Employer may not discharge
23 or discipline for the purpose of evading this Agreement or discriminating
24 against Union members.
25

26 2.1.1 Discharge of an employee during his probation period shall not be subject
27 to the grievance procedure.
28

29 2.1.2 In the event a new employee is retained after the probation period, the date
30 of his hire shall be considered his anniversary date of employment.
31

32 ARTICLE 3
33 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION
34

35 3.1 Recognition - The Employer recognizes the Union as the sole and exclusive
36 collective bargaining agent for the employees of the Public Works and Parks
37 Department who are employed as follows:
38

39 Included - All employees of the Employer, in the Departments of
40 Public Works and Parks, employed in Appendix "A" classifications
41 within the Water, Storm Water, Sewer, Treatment Plant, and
42 Streets Divisions and Parks Department. The classifications are
43 further recognized as follows:
44
45

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

Article and/or Section	Brief Summary	Upon Completion of 346 Hours	Upon Completion of Probation Period
13.1.1, 13.1.2	Rest and Meal Periods	Apply	Apply
13.1.3, 13.2	Change in Starting Time, Alternative 12-Hour Shifts	Does not Apply	Does not Apply
14.1	Classifications	Apply	Apply
14.2 – 14.4	Longevity, Callback, 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

Excluded - In the Departments of Public Works and Parks all supervisors, crew chiefs, Public Works office employees, recreational personnel, and temporary/seasonal/casual employees who work less than 346 hours a year, and all other employees of the Employer.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.
- 4.2 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees provided such rules are not in conflict with the provisions of this Agreement or with applicable law.
- 4.3 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- 4.4 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 4.5 The Employer reserves the right to discipline or discharge for cause. The Employer reserves the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive.
- 4.6 The Employer has the right to assign work and determine the duties of employees; to schedule hours of work, to determine the number of personnel to be assigned at any time; to determine and to introduce new work methods or facilities; to contract for goods and services for operation of the department; and to perform all other functions not limited by this Agreement.
- 4.7 The right to establish day to day work/duties within the classification of the employee, prepare work schedules and measure the performance of each employee.
- 4.8 The right to take any and all types of actions as may be determined by management to be necessary in the event of emergencies.
- 4.9 The right to determine the budget at all times.

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.

1 5.8.2 While it is understood that the City is not willing to agree to unlimited paid
2 release time for the duration of all negotiations, and while the Union team
3 understands the city's desire for limitations, it is also understood that if the
4 Union team is not able to negotiate during paid time, they either lose
5 compensation or are forced to use accrued paid leave to make up the pay
6 difference. The management team is not faced with the same consequence
7 since collective bargaining is an employer directed job responsibility.

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

18
19 5.9 **Labor Management Committee** - The Employer and the Union shall
20 establish a Labor Management Committee which shall be comprised of an
21 equal number of participants from both the Employer and the Union. The
22 function of the Committee shall be to meet within two weeks of a request of
23 either party to discuss issues of mutual interest or concern for the purpose
24 of alleviating potential grievances and establishing a harmonious working
25 relationship between the employees, the Employer, and the Union.

26
27 ARTICLE 6
28 NO STRIKE OR LOCKOUT

29
30 6.1 The Union agrees that there shall be no strikes, sympathy strikes,
31 slowdowns, or stoppage of work, or any interference with the efficient
32 management of the Public Works and Parks Departments provided all terms
33 of this Agreement are in effect. Any or all employees who violate any of the
34 provisions of this Article may be discharged or otherwise disciplined.

35
36 ARTICLE 7
37 HOLIDAYS

38
39 7.1 Regular employees shall receive the following holidays off with eight (8)
40 hours compensation at their regular rate of pay:

41

New Year's Day	1st day of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19 th of June

Independence Day	4th of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day following Thanksgiving	Day after Thanksgiving Day
Day Before Christmas	24th of December
Christmas Day	25th of December
One (1) Floating Holiday	Statutory Floating Holiday to be scheduled with Department Director approval on an individual basis after employee has completed six (6) months of continuous service.

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

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

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

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

26 27 ARTICLE 8 28 VACATION LEAVE

29 30 8.1 Vacation

31
32 The vacation accrual schedule for all regular full-time employees shall be
33 as follows:
34

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

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

Example:

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

$128 \times 2 = 256$ hours

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

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

ARTICLE 9

SICK LEAVE, FITNESS FOR DUTY, DISABILITY INSURANCE, AND WASHINGTON PAID FAMILY AND MEDICAL LEAVE

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

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

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

- 9.1.2 The Employer retains the right to require employees to be examined by a physician selected by the Employer when employees are receiving Labor and Industries benefits or upon return from an on-the-job injury of three (3)

consecutive days or more, as permitted by law. An employee who fails to comply shall be subject to disciplinary action up to and including discharge. Health care information about employees will be maintained in accordance with state and federal health care privacy laws.

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

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

9.1.4.1 Paid Sick Leave:

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

1. An employee's own physical or mental illness, injury or health condition. This illness, injury, or health condition may include the need for time off from work for medical care and/or treatment;
2. Employee's preventative care such as a medical, dental, or vision appointment and/or treatment;
3. Care of a family member with a physical or mental illness, injury or health condition. This illness, injury, or health condition may include the need for time off from work for medical care and/or treatment;
4. Family member's preventative care such as a medical, dental, or vision appointment and/or treatment;
5. Closure of the employee's child's school/place of care by order of a 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.
Retirement (or death)	One hundred percent (100%) of the first one hundred ninety-two (192) hours unused sick leave. Thirty-three percent (33%) of balance of up to five hundred twenty-eight (528) hours.

9.2

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

ARTICLE 10 OTHER LEAVES

10.1

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

10.2

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

10.3

Leave of Absence - Employees may be granted an extended leave of absence without pay due to illness, injury or other legitimate reasons. The period of such leave of absence shall not exceed six (6) months, unless otherwise approved by the Employer. An employee who is on such leave of absence shall cease to accrue sick leave, vacation, holiday leave, health and welfare benefits, or any other benefits cited under the provisions of this

1 Agreement. However, the employee may, at his option and expense,
2 continue health and welfare benefits during the period of such leave of
3 absence as long as allowed by the insurance carrier(s). Such leaves shall
4 not constitute a break in service but no seniority benefits shall accrue during
5 the leave of absence. Upon his return, the employee shall be assigned to
6 the same position or to an equivalent position occupied before the leave.

7
8 10.4 Family Leave - Employees shall also be eligible for Family Medical Leave
9 without pay as provided by the Family Medical Leave Act and under
10 applicable City policies.

11
12 10.4.1 Family and medical leave eligibility will be calculated using a rolling 12-
13 month period from the start date of the family leave.

14
15 10.5 Leave Without Pay (LWOP) – The City will consider unpaid time off only
16 when vacation and comp time leaves are exhausted. All requests for LWOP
17 must be in writing. With supervisor approval, limited LWOP may be used by
18 newly hired employees who are not yet eligible for paid leave. For unpaid
19 leaves of more than 5 days, requests must be made and approved at least
20 30 days before the leave is expected to commence, except in the event of
21 an emergency. While in LWOP status, an employee will cease to earn sick
22 leave and vacation leave. Depending on the duration of the LWOP, City
23 health paid benefits may also cease in which case, the employee would be
24 eligible for COBRA coverage and can elect to self-pay for their health
25 benefits. Failure To return from a leave without pay absence on the agreed
26 return to work date without prior supervisory approval will be considered a
27 voluntary resignation.

28
29 ARTICLE 11
30 HEALTH AND WELFARE

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

36
37 Dental Insurance -

- 38 - Association of Washington Cities (AWC) Dental Plan F
- 39 - Willamette Dental Service

40
41 Medical Insurance -

- 42 - AWC HealthFirst 250 Plan
- 43 - Kaiser Permanente \$200 Deductible Plan
- 44 - High Deductible Health Plan Option

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

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

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

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

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

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

11.3 Life Insurance for Regular Full Time Employees - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of a life insurance policy for each employee, which shall provide for a beneficiary of such policy as designated by the employee. The face

value shall be equal to the employee's annual salary, to a maximum of fifty thousand dollars (\$50,000.00). The Employer shall continue the present practice of paying ninety percent (90%) of the premium necessary for the purchase of dependent coverage.

11.4 Long Term Disability Insurance for Regular Full Time Employees - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the current long term disability insurance plan.

11.5 Payroll Deduction - Short Term Disability and/or Supplemental Life Insurance - The City shall, after signing necessary documents consistent with the obligation set forth in this section, make monthly contributions from the base salary of each employee to a mutually acceptable carrier for a Short Term Disability and/or Supplemental Life Insurance Policies for those members who agree to participate. The carrier is selected through the City's bid process and agreed to by the union. This benefit shall remain separate and apart from any other City benefit. The employee contribution shall be deducted from each participating employee's paycheck. No employer match is required. The City shall commence the deductions only upon receipt by the City of a signed payroll deduction from each participating employee covered under this Agreement. Except for the willful disregard by the City of its obligations under this section, the Union shall indemnify, defend, and hold harmless the City against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of the article. For those existing employees that have not elected this optional benefit, they may only do so during the annual open enrollment period.

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

11.7 Waiver of Dual Coverage Incentive Program - When an employee has family members (spouse and/or eligible dependents) covered under the City of Lynnwood medical insurance program and when the employee's family members are also covered by another comprehensive health insurance

plan provided by an insurance plan other than the City's, the employee is said to have "dual coverage." Under the City's program, Teamsters Regular Full-Time employees are able to waive this dual coverage. This means that they can choose not to have coverage for their eligible family members and 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

- Maximum incentive amount = \$175.00 per month or \$2,100 per year.
- Incentive amounts are payable monthly in accordance with the City program.
- 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).
- The program is voluntary.
- The program is limited to medical coverage and does not apply to dental or vision.
- Employees must verify proof of dual coverage.
- Tricare-eligible family members are not eligible to opt-out.
- Participation in the program will continue until the family member re-enrolls in the City's medical plan or the family member is no longer eligible for City of Lynnwood medical coverage.

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

ARTICLE 12 WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

- 12.1 The Employer retains the right to pay the health and welfare insurance premiums for the employee and his dependents in the event the employee is seriously ill or injured and unable to work. This matter shall be reviewed on a case-by-case basis.
- 12.2 On-the-Job Injury - An employee injured on the job and entitled to benefits or payments under Worker's Compensation shall receive the difference between the benefits and payments received by the employee under such Workers' Compensation and his regular straight-time hourly rate of pay that

1 he would have otherwise received from the Employer if able to work. The
2 foregoing payment or contribution by the Employer shall be limited to the
3 period of time that such employee remains employed with the City. An
4 employee who is on Workers' Compensation, and no longer on
5 compensated status with the Employer shall cease to accrue sick leave,
6 vacation, holiday leave, or any other benefits cited under the provisions of
7 this Agreement.

8
9 ARTICLE 13
10 WORK SCHEDULES

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

22
23 13.1.1 Rest Periods - Employees shall receive a fifteen (15) minute rest period, on
24 the Employer's time, for each four (4) hours of working time. Unless
25 otherwise allowed, rest periods shall be taken at the job site.

26
27 13.1.2 Meal Period - Employees shall receive a thirty (30) minute meal period
28 which shall be on the employee's own time and which shall commence no
29 less than three (3) nor more than five (5) hours from the beginning of the
30 shift.

31
32 13.1.3 Change in Starting Time A change in start time is defined as an adjustment
33 of no more than four (4) hours from an employee's regularly scheduled start
34 time. An employee shall be notified of a change in starting time of their
35 normal working schedule at least forty-eight (48) hours prior to the effect of
36 such change. In the event an employee's starting time is changed with less
37 than forty-eight (48) hours' notice prior to the effect of such change, the
38 employee shall be paid one and one-half (1-1/2) times his regular straight-
39 time hourly rate of pay for all hours worked outside their normal work
40 schedule and within the forty-eight (48) hour period of such notice, unless
41 mutually agreed by both parties.

42
43 13.1.4 Shift Change - A shift change is defined as any adjustment of an employee's
44 start time that is greater than a four (4) hour adjustment from their regular
45 start time. If an employee is required to change their normal working
46 schedule for a period to exceed two (2) working days, they shall receive a

ten (10) day notice. In the event an employee's shift is changed with less than the ten (10) day notice prior to the effect of such change, the employee shall be paid one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked outside their normal work schedule and within the ten (10) day period of such notice. This shall not include Snow Events as described in article 13.1.5.

13.1.5

Limited-Term Schedule Adjustment - When the Employer determines the need to have an operational response during hours outside of normally scheduled work for a limited period of time (generally three (3) days or longer), the employer will post an alternative, limited-term schedule and staff it according to the following:

1. Employees will be asked to voluntarily sign up for the alternative schedule based on qualifications and seniority.
2. If additional staff is still needed, Management has the right to assign the work to qualified staff.

For the duration of this alternative, limited-term schedule, all employees working that schedule will be compensated at one and one-half (1-1/2) times their regular straight time hourly rate of pay. Any hours worked beyond twelve (12) hours will be compensated at the double time (two times) rate.

Employees working their normal shift during this limited-term operational response will be paid their normal rate of pay during those normal working hours.

When this alternative, limited-term schedule has concluded, the normal working schedule shall resume.

13.2

Alternative 12-hour work shifts

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

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

1
2 This section applies only to employees working a 12-hour workweek. Said
3 workweek shall be a fixed and regularly recurring period of 168 hours
4 (seven consecutive 24-hour periods). The 12-hour shift workweek need not
5 coincide with the calendar week, but may begin on any day and at any hour
6 of the day and be configured based on 7 days in a 2-week period (84 hours)
7 with the workweek splitting one shift so that two 42-hour work weeks result.
8 Once the shift is established, the days on and off cannot be exchanged
9 without Management approval. The Alternative 12-hour work schedule shall
10 be established on a two week cycle whereas the employee is scheduled 3
11 days in the first calendar week and 4 days in the second calendar week, or
12 vice versa. For those regularly scheduled days there shall be a 12-hour
13 guarantee.

14
15 Overtime shall be paid for all hours worked after 40-hours of straight-time
16 actual hours worked in a work week excluding the addition of Holiday pay.
17 Overtime shall also be paid for all hours worked over sixteen (16) hours on
18 a given shift at a rate of two times (2x) their regular straight-time hourly rate
19 of pay.

20
21 Due to the nature of the Alternative 12-hour workday and workweek these
22 exceptions listed within this Article shall apply.

- 23
24 1. Vacation: Consistent with Article VII, vacation leave is
25 accrued in hours. Employees on a 12-hour shift using
26 vacation leave for their full shift shall be required to use 12
27 hours of leave.
- 28
29 2. Leaves: Consistent with Article VIII, sick leave is accrued at
30 the rate of 8-hours per month. Employees on a 12-hour shift
31 using sick leave for their full shift shall be required to use 12
32 hours of leave.
- 33
34 3. Bereavement: Bereavement Leave shall be paid at 12-hours
35 per day for 2 days and if a 3rd day or more is needed shall be
36 paid from sick leave.
- 37
38 4. Holidays: Holiday pay shall be paid at the rate of 8-hours
39 straight time to each employee on the Alternative 12-hour
40 schedule. The employee must take additional vacation, or
41 leave without pay if approved by management, in order to take
42 the whole shift off. Upon mutual agreement, the holiday may
43 be observed on another day, provided it is taken within the
44 same work week.

1 If the Alternative 12-hour workweek schedule is utilized in a
2 24-hour operation (such as the Waste Water Treatment
3 Plant), the holiday shall be observed on the actual holiday due
4 to the nature of the 24-hour, 7-day a week operation. All hours
5 worked on the holiday shall be at one and one-half times
6 (1.5X) the straight-time hourly rate of pay. The Employer shall
7 determine the minimum staffing level, however, all employees
8 who are regularly scheduled to work shall have the option to
9 work their normal shift.

10
11 At the city's discretion, it shall have the ability to operate a
12 "skeleton crew" on a holiday. In such case, the city shall place
13 the holiday bid up with a minimum of 30-days' prior to the
14 holiday. The holiday off shall be issued by seniority per shift.
15 The employee bidding the day off must also use additional
16 hours of vacation, or leave without pay if approved by
17 management, in order to take the whole shift off. Such
18 employees who take the holiday off under this provision shall
19 not be eligible for overtime pay for the additional 2 hours of a
20 42 hour work week, unless actual hours worked exceed 40
21 hours.

22
23 13.3.1

Person in Charge (PIC) Duties and Responsibilities

24 When the employer decides it's necessary, they may establish a Person in
25 Charge (PIC) to be available to receive after-hours calls for assistance and
26 to dispatch the appropriate response. The PIC uses their best judgment and
27 decides who should perform work needed to resolve the situation. It is the
28 employer's right to determine the number of PICs and to pick PIC personnel
29 from either Management or the Bargaining unit or both. The PIC is expected
30 to:

- 31 1. Answer the PIC phone at all hours of the day;
- 32 2. While acting as PIC, be within close enough proximity to be
33 available to travel into the Lynnwood city limits if necessary
34 within about 30 minutes of receiving a call;
- 35 3. Be sober;

36
37 13.3.2

Standby Duties and Responsibilities

38 In December and July of each calendar year, the Employer shall create a
39 Standby Duty list. The Employer will endeavor to create this list on a
40 volunteer basis, however in the event the Employer determines it does not
41 have enough volunteers to adequately staff the list, the Employer retains
42 the right to assign employees to work Standby Duty on a rotating basis in
43 accordance with current practices. It is also the employer's right to,
44 depending on conditions, staffing levels, and funding, to establish standby
45 lists for Streets, Utilities, and/or Parks.

Employees who are working Standby Duty are expected to:

1. Answer their standby phone all hours of the day;
2. While on Standby Duty, be within close enough proximity to be available to travel into the Lynnwood city limits if necessary within about 30 minutes of receiving a call;
3. Be sober;
4. Communicate with the PIC if the employee becomes unavailable for any reason;
5. Communicate with the PIC immediately if he/she is not able to address the issue by themselves or at all.

13.3.3 Allowance for Standby and PIC Duty

Employees who are assigned to PIC Duty and Standby Duty shall receive an allowance as follows:

Work Period	2024 Rate
<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.	\$4.00 per hour
<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.	\$4.00 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.	\$4.25 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.	\$4.25 per hour

13.3.4 PIC and Standby pay shall not apply during normally scheduled work hours. If the PIC or Standby employee is contracted (one-time or multiple times) between the hours of 5:00am and 10:00pm but not called into work, the employee shall receive one half (1/2) hour of overtime for such contact. Any additional contacts within that half hour shall be considered included in the minimum compensation. Any additional contacts which occur outside of that half hour shall be considered a new contract. The employee shall be compensated with an additional half hour of overtime for each new contact.

1
2 If the PIC or Standby employee is contacted (one time or multiple times)
3 between the hours of 10:00pm and 5:00am, but not called into work, the
4 employee shall receive one (1) hour of overtime for such contacts; provided
5 however, if the length of time spent for all such contacts exceeds one (1)
6 hour, then the employee will be paid for the actual time spent for all such
7 contacts. Multiple occurrences within that paid time shall be included with
8 that paid time and not duplicated. Any additional contacts which occur
9 outside of that hour shall be considered a new contact. The employee shall
10 be compensated an additional hour of overtime for each new contact.
11

12 If the PIC or Standby employee is called back into work between the hours
13 of 5:00am and 10:00pm, the employee will be paid at one and one half (1
14 ½) time their regular straight time hourly rate of pay for all hours worked
15 with a minimum guarantee of two (2) hours. If the employee is called back
16 into work between the hours of 10:00pm and 5:00am, the employee will be
17 paid at one and one-half (1 ½) time their regular straight time hourly rate of
18 pay for all hours worked with a minimum guarantee of four (4) hours.
19 However, if the employee's regular shift starts less than two (2) hours from
20 the time they started work on the callback, they shall receive one and one-
21 half (1 ½) time their regular straight time hourly rate of pay only for such
22 time as occurs before their regular shift.
23

24 13.3.5 Callback Procedure

25 The PIC is responsible for calling staff in to respond to after-hours work
26 when needed. The PIC shall make calls in the following order:
27

- 28 1. The person on the Standby List for the appropriate division for
29 that week is the first person to be called to respond. The PIC
30 has the ability to forego calling this employee if the employee
31 is not qualified to handle the work (e.g. if a CDL is needed and
32 the Standby employee does not have one). The PIC must
33 document why the employee was not qualified to respond in
34 the PIC log.
- 35 2. The person on the Standby List for the other division for that
36 week is the next person to be called to respond, if qualified to
37 do the work. The PIC has the ability to forego calling this
38 employee if the employee is not qualified to handle the work
39 (e.g. a Street employee may not know how to respond to a
40 pump station alarm). The PIC must document why the
41 employee was not qualified to respond in the PIC log.
- 42 3. The PIC next calls a bargaining unit member from the standby
43 list in the After-Hours list if qualified to do the work. If that
44 member declines the work, they shall not be eligible for the
45 after-hours contact pay. The After-Hours list is the current and
46 regularly updated list of bargaining unit employees assigned
47 to the Streets/Stormwater Division and the Utilities Division.

The After-Hours list is to be updated approximately twice a year, or as appropriate. In the After-Hours list – the employees are listed by Seniority and each time the list is used to resets to the top. Updates shall include lists of available phone numbers and those who have opted out. In the case of emergency, the city reserves the right to call out all employees, even those who have opted out.

4. Any employee of the City or outside vendor.
5. Any deviation by the PIC from the above shall be documented within 72 hours in the PIC logbook showing the reasonableness of deviation, and reviewed and approved by the Deputy Director.

13.3.6 Penalties - If the Standby employee or Bargaining Unit PIC fails to follow procedures outlined herein, appropriate disciplinary action may be taken in accordance with Article 16.

If the management PIC calls out of order without proper justification and the employee called is outside of the bargaining unit, the employee who was on Standby receives a minimum of 2-hours of overtime pay or equivalent hours worked by the employee called in, whichever is greater. If the management PIC calls out of order without proper justification and the employee called is a bargaining unit employee, the employee who was on Standby shall be offered to work a minimum of 2-hours of overtime or equivalent hours worked by the employee called in out of order, whichever is greater.

13.3.7 Any employee not assigned to Standby Duty who is contacted once or multiple times by a City of Lynnwood Supervisor or Foreman, outside of regular work hours for work related purposes, and who is not called in to report for duty, will be credited a minimum of one (1) additional hour of overtime worked; provided however, if the length of time for all such contacts exceeds one (1) hour, then the employee will be paid for actual time spent for all such contacts.

ARTICLE 14 COMPENSATION

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

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

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

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

14.2.1 Longevity shall be paid as per the above schedule provided that the employee has demonstrated acceptable performance as evidenced by their performance evaluation with an overall evaluation of Meets Expectations (3 out of 5) or better, utilizing the current evaluation instrument in use by the City of Lynnwood as of the date of this contract. Employees who have not demonstrated acceptable performance as defined above will be compensated at the next lower longevity schedule. The supervisor shall include measurable goals in the performance evaluation for the employee to improve in those deficient areas. Upon successful achievement of an overall Meets Expectations (3 out of 5) or better rating at any subsequent performance evaluation, including the mid-year check in, the employee shall be elevated to the usually applicable longevity schedule rate.

If during the term of this agreement between the City and Teamsters Local 763, the City grants Non-Represented, General Salary Ordinance (GSO) employees an increase in their Longevity schedule and changes the GSO Longevity schedule in the Lynnwood Municipal Code (LMC) 2.48.200, the City shall implement the identical Longevity schedule for active Teamsters bargaining unit members. Such adjustment shall be effective on the same date that the change shall be effective for GSO staff.

14.3 Additional work generally falls into the following categories:

14.3.1 Callback - An employee called back (callback) 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

1 started work on the callback, he shall receive one and one-half (1-1/2) times
2 his regular straight-time hourly rate of pay only for such time as occurs
3 before his regular shift. If any time remains between the completion of the
4 work and the commencement of the shift, the employee shall make himself
5 available to be assigned to duty until his regular shift begins. If employees
6 regularly work a night shift, the above language applies to callbacks that
7 occur between the hours of 10:00 a.m. and 5:00 p.m.

8
9 14.3.2 Planned Divisional Overtime - If the Streets/Stormwater Division or the
10 Utilities Division have planned divisional overtime work available, the
11 following process will apply for determining who will work:

12
13 Step 1: Management will request employees to volunteer from their
14 specific Division (the division creating the work), and select
15 based on qualifications and seniority.
16 Step 2: If more employees are needed to complete that work,
17 Management will offer the work to non-Divisional employees
18 based on qualifications and seniority.
19 Step 3: If additional staff is still needed, Management has the right to
20 require overtime work only from the specific Divisional work
21 group.

22
23 This process does not apply to emergency situations or unplanned work
24 and only applies to divisions (Utilities and Streets/Stormwater) that have an
25 active Standby list.

26
27 14.3.3 Shift Extension - If the employer extends a shift (shift extension) to allow
28 work to be completed that was started during a regular shift and for which
29 unforeseen conditions or delays prevented the work from being finished
30 during the normal work shift, an employee whose shift is extended
31 immediately following the regular shift shall be paid at the overtime rate for
32 all hours worked with a minimum guarantee of one and one-half (1 ½) hours
33 at one and one-half (1 ½) times their regular straight time hourly rate of pay.
34 If the shift extension work lasts less than one and one half hours (1 ½) the
35 employee can choose to perform other assigned work until a total of 1 ½
36 hours of work is completed. Alternatively, the employee can opt to end their
37 work day at the conclusion of the shift extension work and will be paid
38 accordingly. Actual hours worked on the shift extension must be submitted
39 for timecard purposes and will be paid at one and one half (1 ½) time their
40 regular straight time hourly rate of pay.

41
42 14.4 Community Events: For community events sponsored or supported by the
43 City which necessitates bargaining unit employees assigned to the
44 Streets/Stormwater Division or the Utilities Division to work overtime,
45 assignments will be made by using the Events rotation wheel. The Events
46 rotation wheel operates independently from the After-Hours rotation wheel.

1 The procedure for the Events rotation wheel follows the same procedure as
2 the After-Hours rotation wheel, as provided in Section 14.3.3.3.2.

3
4 The Events List will be used when bargaining unit employees are assigned
5 to work at community events, including but not limited to the City 5K,
6 Lynnwood University, Fair on 44th, Garbage/Recycling Event,
7 Neighborhood Night Out, and other similar events/festivals. If an employee
8 turns down work or works an opportunity on the Events List, they rotate to
9 the bottom of the Events List. The Events List will be routinely updated and
10 posted in the work area, per this Agreement.

11
12 14.5 Overtime- Regular Full-Time Employees - Any time worked by an employee
13 over his normal shift in any day or forty (40) hours in any seven (7) calendar
14 day period shall be paid at a rate of one and one-half (1-1/2) times the
15 employee's regular straight-time hourly rate of pay. Increments of time shall
16 be one quarter (1/4) hour with the major portion of one- quarter (1/4) hour
17 to be paid as one-quarter (1/4) hour. Overtime shall be recognized only
18 when authorized by the Department Director or his designee. The Employer
19 will make a reasonable effort to distribute overtime on an equitable basis
20 among employees working within the same job classification within each
21 work unit.

22
23 14.5.1 In computing overtime for Regular Full Time employees, all contractual
24 holidays (except the statutory floating holiday) shall be considered as
25 compensated time, although the employee does not work.

26
27 14.5.2 Overtime-Regular Part Time and Part Time employees – Except for
28 circumstances addressed elsewhere in this CBA, any time worked over forty
29 (40) hours in the defined 7 day work week shall be paid at a rate of one and
30 one-half (1-1/2) times the employee's regular straight-time hourly rate of
31 pay. Increments of time shall be one-quarter (1/4) hour with the major
32 portion of one-quarter (1/4) hour to be paid as one-quarter (1/4) hour.
33 Overtime shall be recognized only when authorized by the Department
34 Director or their designee. The Employer will make a reasonable effort to
35 distribute overtime on an equitable basis among employees working within
36 the same job classification within each work unit.

37
38 14.5.2.1 In computing overtime for Regular Part Time and Part Time employees, only
39 hours actually worked shall be considered as compensated time.

40
41 14.5.3 Overtime will be paid at a double time rate (two times) when any regular
42 eight (8) hour shift exceeds 12 consecutive hours of work for the hours
43 worked after 12 consecutive hours. Once double time is triggered by this
44 provision, double time will continue to be paid for work performed until the
45 employee receives at least 10 hours off.

1 14.5.4 Premium or overtime pay shall not be duplicated or pyramided. In no event
2 shall premium or overtime pay be based on other than the employee's
3 regular straight-time hourly rate of pay.

4
5 14.6 Emergency Conditions: During unusual emergent conditions that require a
6 change in shift and/or starting times governed by Article 13, employees will
7 have a minimum 10 hour off shift period between the end and start time of
8 their next shift. Previously scheduled shifts that would have occurred during
9 the 10 hour off shift period are cancelled and superseded by the newly
10 established emergency shift and therefore employees are not required to
11 code 10 hour off shift periods on their timecards.

12
13 14.7 Compensatory Time - Compensatory time may be accrued by agreement
14 between the City and the employee with the following limitations.
15 Specifically, in lieu of overtime pay, an employee may with supervisory
16 approval elect to accrue compensatory time off equal to the applicable
17 overtime rate for each hour of overtime work, provided:

- 18
19 1. The maximum allowable accumulation of compensatory time off shall
20 be eighty (80) hours. The maximum allowable compensatory time
21 can be earned over the course of a calendar year shall be one
22 hundred (100) hours.
- 23
24 2. Accrued compensatory time off may be used at the discretion of the
25 employee with the supervisor's consent.
- 26
27 3. In the event the employee terminates for any reason, accrued
28 compensatory time shall be paid off in cash to the employee or his
29 or her heirs.
- 30
31 4. All Compensatory time not used by December 31 shall be paid to
32 the employee no later than the second pay period of the following
33 year at the wages in effect on the last pay period of the year when
34 the compensatory time was earned.

35
36 14.8 Crew Premium Pay for Work at Pump Stations and Wastewater Treatment
37 Plant

38
39 Premium pay at the rates shown in the table below shall be paid to any non
40 -treatment plant employee that routinely performs maintenance at either
41 the Wastewater Treatment Plant or Sewer Pump Stations. Routinely means
42 regularly scheduled and recurring hours including call-outs at the
43 Wastewater Treatment Plant (or a similar number and type of hours at the
44 Sewer Pump Stations) that would qualify the worker to be able to obtain
45 and/or retain their Washington State Treatment Plant Operator Certification
46 (OIT through Group IV). The minimum number of regularly scheduled hours

to qualify for such premium pay shall, in no case, be less than ten (10) hours per month at the Wastewater Treatment Plant or the Sewer Lift Stations as verified by the employer.

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

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

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

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

14.10 Commercial Drivers Licenses (CDL) – To assure that the City of Lynnwood is able to perform all job functions involving duties requiring a CDL, the City will provide training, and appropriate documentation of training, that enables 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. The employee is expected to pass the exam/test within 1 year after the conclusion of the City provided training.

If the employee fails to pass the exam/test or for any other reason is unable to obtain their CDL, the employee will be required to repay any training costs associated with the employee's attempt to obtain a CDL. In the event that an employee voluntarily terminates employment after they have received City paid training and obtained their CDL, the employee will be required to reimburse the City based on the following schedule:

If the termination date is:	Reimbursement Amount
Within 6 months of issue date of CDL	100%
Within 12 months of issue date of CDL	75%
Within 18 months of issue date of CDL	50%
Within 24 months of issue date of CDL	25%
After 24 months of issue date of CDL	0%

*Any required reimbursement amount will be deducted from the employee's final paycheck.

14.11

PAY FOR PERFORMANCE:

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

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

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

14.12

Shift Differential – All classifications working at the Waste Water Treatment Plant shall receive a shift differential for all hours worked during graveyard shifts.

SHIFT	DIFFERENTIAL
Graveyard	\$2.00

1
2 ARTICLE 15
3 CLASSIFICATIONS AND PAY RANGES
4

5 15.1 The STEP increases A to B, B to C, C to D, and D to E shall be recognized
6 as performance STEP increases based upon the successful completion of
7 twelve (12) months of service in each respective performance STEP.

8
9 15.1.1 Successful completion occurs if no written notification of unsatisfactory
10 performance is issued during the performance period.

11
12 15.1.2 The employer must communicate with the employee about their
13 unsatisfactory performance and issue at least one oral warning prior to the
14 written notification.

15
16 15.1.3 Written notifications must:

17
18 15.1.3.1 State areas of unsatisfactory performance, corrective action items required
19 and warn that the employee's step increase is in jeopardy.

20
21 15.1.3.2 Define a length of time for improvement not to exceed six (6) months.

22
23 15.1.3.3 Be provided to the employee within 60 calendar days from when
24 performance is deemed deficient and a minimum of 30 calendar days prior
25 to the employee's anniversary date to allow an appropriate amount of time
26 for performance correction.

27
28 15.1.4 During the 6-month period referenced in 15.1.3.2, a performance evaluation
29 shall take place at 3 months.

30
31 15.1.4.1 If it is determined that the employee's performance has improved and meets
32 the outlined expectations at the 3 month review, the step increase will be
33 put in place at that time, is not retroactive, and the step increase anniversary
34 date does not change.

35
36 15.1.4.2 If it is determined that the employee's performance has improved and meets
37 the outlined expectations after the 3-month review, the step increase will be
38 put in place at that time, is not retroactive, and the step increase anniversary
39 date will be reset to occur in twelve (12) month increments thereafter,
40 provided no written notification of unsatisfactory performance is issued for
41 that period, and until the employee achieves the top step in the employee's
42 classification.

43
44 15.2 For any employee hired as a Treatment Plant Operator prior to October 1,
45 2007, the rates of pay shall be determined by their Washington State
46 Certification Group Level.
47

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

Promotions to Treatment Plant Operator IV shall be made at the option of management, and provided that the employee demonstrates proficiency for a promotion, including but not limited to acquiring their appropriate Washington State Certification Group Level.

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

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

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

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

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

15.5.1

Step Correction for New Hires

To recognize outstanding performance of a newly hired employee, at the supervisor's discretion, the City may offer that employee a two-step increase in pay at the completion of their probationary first year of service. The minimum eligibility criteria to be eligible for a two-step increase is an overall annual performance evaluation score of 4.5 or above on their first performance evaluation. The employee's supervisor will determine if they choose to pursue a two-step increase or not. If the supervisor does initiate a two-step increase, they will submit the request to their Department Director and then to Human Resources Director for their discretionary approval. If a two-step increase is approved by both the Department Director and Human Resources Director, the two-step increase will be effective at the beginning of the pay period following Human Resources approval.

The decision by the supervisor to pursue or not to pursue a two-step increase shall not be subject to the grievance process. Additionally, determination by the Department Director and Human Resources to grant a two-step increase or not to grant a two-step increase shall be final and shall not be subject to the grievance procedure. Only staff who are completing their first year of service as a regular full-time employee are eligible for a two-step pay increase under this article

15.6

Out of Class Pay:

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

Year	Amount
2024-2026	\$2.50

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

1
2 15.7 Each employee shall have the responsibility to maintain proficiency and/or
3 certifications required to perform assigned duties. Failure to comply may
4 result in a reduction in classification and possible discharge.
5

6 ARTICLE 16
7 DISCIPLINARY ACTION
8

9 16.1 The Employer shall not suspend or discharge an employee without just
10 cause. With respect to suspension or discharge the Employer shall give the
11 employee one (1) written warning in order to give the employee an
12 opportunity to correct any problems brought to his attention; provided
13 however, no obligation shall exist for the Employer to issue such warning if
14 the offense involved is of grave importance such as theft, gross
15 insubordination, intoxication while on duty, possession or use or sale of
16 illegal drugs, or other matters of similar significance. Suspension or
17 discharge shall be by written notice to the employee with an informational
18 copy to the Union.
19

20 16.2 The complaint specified in such prior warning notice need not concern the
21 same type of misconduct as the cause for discharge or suspension. No such
22 warning notice concerning an employee's work or conduct shall remain in
23 effect for a period of more than twenty-four (24) months. A copy of such
24 warning notice shall be sent to the Union at the time it is given to the
25 employee.
26

27 16.3 The Employer shall give a reasonable notice to the employee and Union of
28 the need to conduct a Loudermill hearing prior to issuance of disciplinary
29 action. A warning notice shall be issued within thirty (30) working days of
30 the alleged cause for the reprimand or within thirty (30) working days of the
31 Employer's knowledge of the cause for such warning notice.
32

33 ARTICLE 17
34 SETTLEMENT OF DISPUTES
35

36 17.1 Grievance Policy - The parties recognize that the most effective
37 accomplishment of the work of the Employer requires prompt consideration
38 and equitable adjustments of the employee's grievances. It is the desire of
39 the parties to adjust grievances informally whenever possible, and both
40 supervisors and employees are expected to make every effort to resolve
41 problems as they arise. However, it is recognized that there may be
42 grievances which can be resolved only after a formal review. Accordingly,
43 the following procedure is hereby established in order that grievances of
44 employees covered by this Agreement may be resolved as fairly and
45 expeditiously as possible.
46

1 17.2 Grievance Defined - A grievance shall be defined as an issue raised relating
2 to the interpretation, application or violation of any terms or provisions of
3 this Agreement. The grievance procedure is the exclusive remedy for claims
4 that the contract has been violated. A grievance shall be processed as set
5 forth below, provided that time limits and/or procedure steps may be waived
6 by mutual agreement of the parties. For purposes of this Article, working
7 days means Monday through Friday (except holidays).

8
9 17.2.1 Section A.2 of Appendix A may be grieved by Part Time Employees - Part
10 Time Employees may only utilize the grievance process to resolve an issue
11 raised related to the interpretation, application or violation of any terms or
12 provisions of Section A.2 of Appendix A, Hourly Rates of Pay for Part Time
13 Classifications. No other contract article may be grieved by Part Time
14 Employees.

15
16 17.3 Grievance Procedure

17
18 17.3.1 Step 1 An employee and/or the Union, within ten (10) working days from
19 the occurrence or knowledge of the occurrence of an alleged grievance (but
20 in no event more than thirty (30) working days from the date of the
21 occurrence), may bring said grievance to the attention of his immediate
22 supervisor in writing. The written grievance shall set forth the nature of the
23 grievance, the facts on which it is based, the article allegedly violated, and
24 the remedy requested.

25
26 The immediate supervisor shall hold a grievance meeting with the employee
27 within five (5) working days of the supervisor's receipt of the grievance, and
28 the supervisor will submit a written grievance answer within ten (10) working
29 days of the meeting to the employee and the Union.

30
31 Step 2. If the grievance was not settled at Step 1, it may be advanced by
32 the Union to the Department Head or designee within ten (10)
33 working days of receipt of the Step 1 answer. A grievance
34 meeting with the Union shall be scheduled within ten (10)
35 working days of receipt of the grievance, and a written grievance
36 answer will be given with ten (10) working days of the meeting
37 to the Union.

38
39 Step 3. If the grievance was not settled at Step 2, it may be advanced by
40 the Union to the Mayor or designee within ten (10) working days
41 of receipt of the Step 2 answer. A grievance meeting with the
42 Union shall be scheduled within ten (10) working days of receipt
43 of the grievance, and a written grievance answer will be given
44 with fifteen (15) working days of the meeting to the Union.
45

- 1
2 17.3.1.1 At the request of either party, and upon mutual agreement, the timelines as
3 defined in these grievance procedures may be suspended in order to
4 conduct an Interest Based Bargaining (IBB) style discussion of the
5 grievance issue. If the IBB discussion does not resolve the issue or either
6 party wishes to return to the traditional process and timelines, either party
7 may then restart the formal grievance process timeline at the point it was
8 suspended upon written notice. In order to facilitate an open discussion of
9 the issues, any proposals, discussion, and/or brainstorming offered in the
10 IBB process shall not be binding upon either party and will be considered
11 "off-the-record" and confidential and may not be used to either party's
12 advantage should arbitration occur if the IBB process is not successful.
13
14 17.3.2 Failure of the Mayor or designee to satisfactorily resolve the alleged
15 grievance to the satisfaction of the grieved party shall permit the Union or
16 the Employer the right to submit a demand for arbitration within ten (10)
17 working days of receipt of the Mayor's response.
18
19 17.3.3 The Employer and the Union shall immediately thereafter select an
20 arbitrator to hear the dispute. If the Employer and the Union are not able to
21 agree upon an arbitrator within ten (10) working days after receipt by the
22 Employer of the demand for arbitration, the Union may request a list of nine
23 (9) arbitrators, located in Washington, Oregon, or Idaho, from the Federal
24 Mediation & Conciliation Service or the Washington State Public
25 Employment Relations Commission. After receipt of same, the parties shall
26 alternately strike the names of the arbitrators until only one (1) name
27 remains, who shall, upon hearing the dispute, render a decision which shall
28 be final and binding upon both parties.
29
30 17.4 Nothing herein shall prevent an employee from seeking assistance from the
31 Union or the Union from furnishing such assistance at any stage of the
32 grievance procedure.
33
34 17.5 The expenses of the arbitrator, the cost of any hearing room and the cost
35 of a shorthand reporter, unless such are paid by the State of Washington,
36 shall be borne equally by the Employer and the Union. The arbitrator shall
37 have no power to negotiate new agreements or to add to, delete from,
38 ignore, or modify any of the terms of the Agreement. Each party shall bear
39 the cost of its own representatives, including attorney's fees.
40

1
2 ARTICLE 18
3 WORKLOAD AND STANDARDS, TRAINING, PERFORMANCE EVALUATION AND
4 ORGANIZATIONAL EXCELLENCE
5

6 18.1 Training and Development - The City may subsidize employee participation
7 in training and education based on relevance to the employee's job, budget
8 limitations and managerial priorities:
9

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

28 18.1.1 Expenditure of Employer funds for training programs shall be made after
29 prior approval by the Mayor, upon recommendation by the Department
30 Director. Employees shall be required to furnish proof of satisfactory
31 completion of programs previously paid for by the employee prior to
32 reimbursement for payment by the Employer of such programs. Where
33 grades are provided, a minimum "C" grade shall be required. Expenditures
34 for training purposes shall not exceed the amount of funds budgeted for this
35 purpose.
36

37 18.1.2 The Employer shall provide information on job-related training programs
38 offered in the Seattle area to employees.
39

40 18.1.3 Cross-training During the period of October-December of each year, those
41 Maintenance Workers interested in participating in a voluntary cross training
42 program shall notify their Department Director of their interest.-If there are
43 interested persons and if agreed upon by the Union and Management,
44 Management shall develop and implement a voluntary cross-training
45 program for Maintenance Workers. A call for volunteers will be made for
46 those interested in participating. Management will interview each applicant

and choose those that meet the minimum qualifications of each separate job description (i.e. utilities, transportation, parks) Depending on adequate number of volunteers, a rotating schedule with equal training time for each division would be developed and implemented.

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

ARTICLE 19 SENIORITY

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

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

Justifiable discharge.

Voluntary quit.

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

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

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

ARTICLE 20
LAYOFF AND RECALL

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

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

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

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

ARTICLE 21
GENERAL PROVISIONS

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

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

21.3 Footwear Regular Full Time and Regular Part Time employees assigned to positions where safety footwear is required by the employer, the employee shall purchase and replace such footwear as necessary to comply with the Safety Standard Act, WAC 296-155-212 and the American National Standard Institute (ANSI) standard for Safety Toe Footwear ASTM F2413.

Regular Full Time employees who are required to wear protective footwear shall receive \$300 on the first paycheck of each year and on the first paycheck after July 1st of each year for the purchase of safety footwear.

Regular Part Time employees who are required to wear protective footwear shall receive \$300 on the first pay period of each year for the purchase of safety footwear.

Footwear must be worn on the job and must be functional and in good repair. Failure to wear safety footwear will be grounds for disciplinary action

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

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

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

ARTICLE 22
SAVINGS CLAUSE AND FUNDING

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

1 22.2 It is the intention of the parties hereto to comply with all applicable
2 provisions of the State or Federal Law and they believe that each and every
3 part of this Agreement is lawful. All provisions of this Agreement shall be
4 complied with unless any of such provisions shall be declared invalid or
5 inoperative by a court of final jurisdiction. In such event either party may
6 request renegotiation of such invalid provisions for the purpose of adequate
7 and lawful replacement thereof; provided however, such findings shall have
8 no effect whatsoever on the balance of this Agreement.
9

10 ARTICLE 23
11 TERM OF AGREEMENT
12

13 23.1 Unless otherwise specified, this Agreement shall be effective as of January
14 1, 2024 and shall remain in full force and effect through December 31, 2026.
15

16 23.2 An employee who has terminated his/her employment with the City shall
17 only be paid in accordance with the wage provisions in effect at the time of
18 his/her termination and no retroactive wage adjustments negotiated by the
19 parties after the employee terminates his/her employment shall apply.
20
21
22

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

By 
Chad L. Baker, Secretary-Treasurer

Date 12/21/23

CITY OF LYNNWOOD,
WASHINGTON

By 
Christine Frizzell, Mayor

Date 12/5/2023

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, 2024 through December 31, 2026

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, 2024 the hourly rates of pay for Regular Full-Time and Regular Part-Time classifications covered by this Agreement are increased by eight percent (8.0%), rounded, over the December 31, 2023 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%)	\$43.45	\$45.61	\$47.73	\$49.90	\$52.57
Treatment Plant Operator IV	\$41.39	\$43.44	\$45.47	\$47.52	\$50.07
Treatment Plant Operator III	\$40.17	\$42.00	\$43.80	\$45.67	\$47.97
Treatment Plant Operator II	\$38.12	\$40.02	\$41.89	\$43.84	\$46.17
Treatment Plant Operator I	\$37.41	\$38.75	\$40.10	\$41.41	\$43.16
SCADA Technician (same as WWTP III)	\$40.17	\$42.00	\$43.80	\$45.67	\$47.97
Operator-in-Training	\$28.73	\$30.11	\$31.47	\$32.89	\$34.61
Pump Station Operator	\$37.80	\$39.60	\$41.43	\$43.35	\$45.84
Maintenance Technician	\$38.63	\$40.48	\$42.34	\$44.19	\$46.54
Maintenance Worker I	\$27.75	\$29.25	\$30.70	\$32.16	\$33.97

CLASSIFICATION	STEP A 00-12m	STEP B 13-24m	STEP C 25-36m	STEP D 37-48m	STEP E 49m+
Maintenance Worker II	\$34.41	\$35.97	\$37.67	\$39.38	\$41.64
Lead Worker, Utilities Specialist	\$38.38	\$40.02	\$41.64	\$43.33	\$45.40
Foreman	\$41.27	\$43.19	\$45.15	\$47.04	\$49.45
Electrician/WWTP & Utilities (WWTP IV plus 2.5%)	\$42.41	\$44.53	\$46.60	\$48.71	\$51.33

A.2 Effective January 1, 2025, the hourly rates of pay for Regular Full-Time and Regular Part-Time classifications covered by this Agreement are increased by 90% of CPI-W with a 2% floor and 5% ceiling, over the December 31, 2024 rates.

A.3 Effective January 1, 2026, the hourly rates of pay for Regular Full-Time and Regular Part-Time classifications covered by this Agreement shall be increased by 90% of the CPI-W with a 2% floor and a 4% ceiling over the December 31, 2025 rates.

A.4 Hourly Rates of Pay for Part-Time Classifications

Effective January 1, 2024 the hourly rates of pay for Part-Time classifications covered by this Agreement are increased by eight percent (8%), rounded, over the December 31, 2023 rates, as follows::

CLASSIFICATION	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
Teamsters General Labor	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	\$21.70
Teamster Vegetation	\$19.86	\$20.85	\$21.89	\$22.99	\$24.14	\$25.35

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.

A.5 Effective January 1, 2025, the hourly rates of pay for Part-Time classifications covered by this Agreement are increased by 90% of CPI-W with a 2% floor and 5% ceiling, over the December 31, 2024 rates shown above.

1 A.6 Effective January 1, 2026, the hourly rates of pay for Part Time
2 classifications covered under this agreement are increased by 90% of CPI-
3 W with a 2% floor and 4% ceiling, over the December 31, 2025 rates shown
4 above.

5
6 Rate Increases: Part-Time employees who have been employed for twelve (12)
7 months and have worked at least 520 hours in those 12 months are eligible for an
8 increase to the next highest rate for the classification provided performance is
9 satisfactory. If such an employee meets the 12 month criteria but not the 520 hour
10 criteria, they will be eligible for the increase when they do eventually meet the 520
11 hour criteria.

12
13 A.7 Wage Study - The City agrees to perform a wage study for the Teamsters
14 Bargaining Unit with the following criteria:

- 15
16 ○ The City agrees to begin performing a wage study for all regular full-
17 time positions as defined in the Teamsters CBA effective January 1,
18 2025.
- 19 ○ Prior to initiating the wage study, the City agrees to bargain with the
20 Union to determine which comparable cities/agencies will be used by
21 the third party in their wage study work.
- 22 ○ The City agrees to perform an internal job description review prior to
23 initiating the wage study to ensure accuracy in the wage study work.
- 24 ○ The City will retain a third party to perform this wage study. The City
25 reserves the right to determine who is awarded the contract to perform
26 this work and the methodology they use.
- 27 ○ Once the study is completed and fully finalized, the results of the wage
28 study will be shared with Teamsters leadership.
- 29 ○ The City does not guarantee that any of the results of the wage study
30 will be implemented. However, the City does agree to bargain any
31 implementation of wage study results, if needed.
- 32 ○ Based on the results of the study, if changes are bargained and agreed
33 to between the City and the Union, the targeted implementation date of
34 any new wage rates will be January 1, 2026.
- 35
36
37

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 January 1, 2024 through December 31, 2026

11
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.

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, 2024 through December 31, 2026

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

By 
Chad L. Baker, Secretary-Treasurer

Date 12/21/23

CITY OF LYNNWOOD,
WASHINGTON

By 
Christine Frizzell, Mayor

Date 12/15/2023

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, 2024 through December 31, 2026

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.

1 **RESOLUTION:**

- 2
- 3 1) Parks Department - The Parks Department and its employees currently remove
- 4 homeless encampments from Parks-maintained properties. The parties agree that
- 5 these current practices will continue. In the event the Employee and/or Employer,
- 6 during the clean-up process, determines that a homeless encampment on Parks-
- 7 maintained property exceeds the capabilities, training, and/or equipment of Parks
- 8 staff, the Employer may arrange for an outside contractor to conduct the clean up.
- 9
- 10 2) Public Works Department - Because homeless encampments are more significant
- 11 in size in the various areas of Public Works, and are more likely to contain
- 12 significant hazardous substances, both the Employer and the Union agree that a
- 13 City-appointed contractor will be used to perform all clean-up and removal of
- 14 homeless encampments that would otherwise be assigned to Public Works staff.
- 15
- 16 3) The Employer and the Union recognize that the use of an outside contractor may
- 17 present issues that neither party anticipated. Therefore, the parties will attempt
- 18 to work together to resolve issues as they arise in a cooperative and amicable
- 19 manner.
- 20
- 21 4) This MOU shall be effective on the date signed by both parties and will remain in
- 22 effect through the term of the 2024-2026 CBA.
- 23
- 24
- 25

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

By  _____
Chad L. Baker, Secretary-Treasurer

Date 12/21/23

CITY OF LYNNWOOD,
WASHINGTON

By  _____
Christine Enzeli, Mayor

Date 12/5/2023

26

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.