

# **A G R E E M E N T**

**Between**

**City of Lake Forest Park**

**And**

**Teamsters Local Union No. 117**

**Affiliated with the  
International Brotherhood of Teamsters**

***Representing the Maintenance Employees***



**Term of Agreement**

**January 1, 2016 – December 31, 2018**

## **NOTICE TO ALL MEMBERS**

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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**AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF LAKE FOREST PARK**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Affiliated with the**  
**International Brothers of Teamsters**  
***Representing the Maintenance Employees***  
**Term of Agreement**  
**January 1, 2016 - December 31, 2018**

**PREAMBLE**

This Agreement is made and entered into by and between the City of Lake Forest Park, a municipal corporation of the State of Washington, hereinafter known as the "City," or the "Employer," and Teamsters Local Union No. 117, hereinafter known as the "Union," for the purpose of setting forth the wages, hours, and working conditions which shall be in effect during the term of this Agreement for employees in the bargaining unit.

It is the purpose of this Agreement to achieve and maintain harmonious relations, based upon a mutual respect and using a collaborative approach with the objective of fostering effective cooperation between the Employer and the Union; to provide for contractual conditions of work; to establish agreed standards of wages and hours; and to achieve peaceful and rapid resolution of any differences which may arise in accord with the terms of this Agreement.

**ARTICLE 1 – RECOGNITION**

1.01 The City recognizes the Union as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time maintenance workers in the public services division excluding all other employees.

1.02 Temporary and seasonal employees who work less than one hundred eighty (180) calendar days a year are excluded from the bargaining unit.

**ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Union recognizes that the City maintains certain inherent "management rights" and that any rights not specifically limited herein are reserved to the City.

2.01.01 Any and all rights concerned with the management and operation of the Public Works Department are exclusively that of the Employer, unless otherwise specifically restricted by the terms of this Agreement.

2.01.02 The Employer has the authority to adopt rules for the operation of the Public Works Department and the conduct of its employees, provided such rules are not in conflict with applicable law or this Agreement.

2.01.03 The Employer has the right to discipline or discharge employees for just cause; assign work and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement, or applicable law.

2.01.04 The Employer has the right to schedule work as required in a manner most advantageous to the City to accommodate the business needs of the City.

2.01.05 Incidental duties connected with operations enumerated in job descriptions may not be specifically described.

2.01.06 The Employer has the right to determine methods, means and personnel necessary for departmental operations.

2.01.07 The Employer has the right to control the Departmental budget, and to lay off any employee as a result of budgetary limitations, or lack of work or good faith reorganization for efficiency.

2.01.08 The Employer has the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

2.01.09 Where there has been a practice of utilizing outside vendors to provide services to the Employer, such past practice shall continue. The use of such outside vendors shall not cause a reduction in force.

2.01.10 The Employer retains the right to utilize seasonal employees to supplement the work force.

### **ARTICLE 3 – UNION MEMBERSHIP AND DUES**

3.01 **Maintenance of Membership:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all

employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause. "Good standing" means that the employee is current in the payment of all regular monthly dues and assessments and initiation fees.

3.02 **Dues or Fees / Payroll Deduction:** The Employer shall deduct union dues or fees for all employees who individually and voluntarily authorize in writing such payroll deduction from each month's paycheck. The Union shall designate the amount to be deducted. Such amount shall be remitted promptly to the Union.

3.03 **Equivalent Dues Payment:** In accordance with RCW 41.56, objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body, or other legally recognized objections as determined by the Public Employment Relations Commission or other agency or court, shall be observed. Any such employee shall pay an amount of money equivalent to regular Union dues to a non-religious charity mutually agreed upon by the employee affected and the Union, to the extent required by law.

3.04 **Failure to Comply:** Any employee who allegedly fails to comply with the terms and conditions of this Article such that the Union might seek termination of the employee shall be given an opportunity for an appeal before the Union executive board.

3.05 **Hold Harmless:** The Union shall indemnify and hold the City harmless from any and all liability arising as a result of administration of the membership provisions in this Article.

3.06 **Notification:** The Employer shall notify the Union Business Office of any new hires.

#### **ARTICLE 4 – UNION ACTIVITY**

4.01 **Conduct of Union Business:** Union business, such as handling grievances and other legitimate routine matters, may be conducted on the City premises with advance approval of the City and further provided that such business does not interfere with Department operations or other City functions. Scheduled Union meetings may be held in City facilities subject to the foregoing. The City shall not unreasonably withhold approval.

4.01.01 **City Facilities:** Use of Public Works Department premises shall be subject to the approval of the Public Works Director or designee; other City facilities shall be subject to approval of the City Administrator or other designee. The City shall not unreasonably withhold approval.

**4.01.02 Meetings Off-Duty:** This Article shall not give rise to a specific right on the part of the Union to conduct a certain number of meetings or certain specified activities on the premises. All Union meetings conducted on premises shall be conducted during off-duty time.

**4.02 Union Representatives:** The Union shall provide written notice to the City of the names of the Union officials authorized to represent the Union immediately upon their election or appointment. The City shall allow such authorized representatives reasonable access to Union members for purposes of handling grievances and other legitimate Union business provided that such access shall not take more than a reasonable time for any person who is on duty; shall not interfere with the work and duties of the Union employee; and shall be subject to approval of the Public Works Director or designee. The City shall not unreasonably withhold approval. The Public Works Director may grant an employee who is also a Union representative reasonable release time, while on duty, for the purpose of handling grievances and other legitimate Union business, provided that such release time does not unreasonably interfere with the work and duties of the representative or other on-duty employees. For the purpose of the actual negotiation session, the City shall permit one (1) representative paid release time for the purpose of attending negotiations.

**4.03 Bulletin Boards:** The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to the shop steward.

**4.04 Email and Telecommunication Equipment:** The Employer and Union agree the Employer's computer and telecommunication equipment shall be used primarily for conducting the Employer's business. However, employees and Union Stewards may make limited use of the Employer's computers, telephones, fax machines, photocopiers, and similar telecommunication equipment for tasks related to collective bargaining and contract administration. Such use must comply with the Employer's policies, must not interfere with the Employer's daily operations, and must have a *de minimis* cost. The Union and employees understand and accept there is no right to privacy for any communication taking place over the Employer's email and telecommunication equipment, and that any such communication is subject to inspection and public disclosure.

**4.05 Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E):** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a

deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**4.06 New Hire Orientation:** After hiring new employees covered by this Agreement, the Employer shall notify the Union and provide an opportunity for a Union Steward or Union Business Representative to meet with the employee, complete Union enrollment paperwork, and provide orientation on Union membership. This meeting shall typically occur when the new hire is being orientated at the City and completing the City's new-hire paperwork.

## **ARTICLE 5 – HOURS OF WORK**

5.01 The workweek for regular full-time employees shall normally be comprised of five (5) consecutive equal days of eight (8) consecutive hours of work totaling forty (40) hours and two (2) consecutive days off. The Employer may establish an alternative workweek schedule (e.g. four (4) days of ten (10) hours work), provided the Employer shall provide not less than ten (10) working days' notice. Said notice would not apply in the case of an emergency. For the purpose of this section, emergency shall be defined as snow, floods, power outages, or other like events. The Employer may establish part-time schedules at its discretion.

5.01.01 **Work Period:** The City's work period shall be Monday morning at 12:00 midnight through Sunday night at 11:59 p.m., and consist of forty (40) hours.

5.01.02 **Meal Period:** The Employer shall provide each employee with an unpaid one-half (1/2) hour meal period commencing between the beginning of the third hour and the ending of the fifth hour of each shift.

5.01.03 **Rest Period:** Employees shall receive a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour period. No employee shall be required to work more than three (3) hours without a rest period.

5.02 **Start-time:** Employees are to be at their work stations ready for duty at their scheduled start time.

5.03 **Start-time Changes:** No employee's start time will be changed to avoid overtime unless mutually agreed.

## ARTICLE 6 – OVERTIME

6.01 **Overtime Defined:** All overtime is required. Overtime is defined as specifically authorized work performed beyond forty (40) hours worked, including holidays, in any work period. All overtime shall be pre-approved by a supervisor when practicable and reported on forms to be provided by the Department. Overtime shall be recorded and paid rounded to the nearest fifteen (15) minutes.

6.01.01 Overtime shall be offered to regular employees before temporary or seasonal Lake Forest Park employees.

6.02 **Overtime Compensation:** Overtime work shall be compensated at the rate of one-and-one-half (1½) times an employee's regular hourly rate of pay. Overtime may be paid as wages or at the employee's request, payment may be compensatory time off at the rate of one and one-half (1½) times each overtime hour worked. Use of compensatory time shall be based upon mutual agreement between the Employer and employee.

6.03 **Compensatory Time Accrual:** Employees may not accrue more than eighty (80) hours of compensatory time.

6.04 **Call-Back Pay:** All employees are subject to call-back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call-back may be grounds for disciplinary action, up to and including termination. Employees called back to duty will be paid a minimum of three (3) hours at their appropriate overtime rate of pay. The call-back shall begin with a phone call and end when the employee returns directly home. If an employee is called back to work early, or required to stay late, at the beginning or end of a shift, the employee shall not be entitled to the three (3) hour minimum, so long as such hours are contiguous with the employee's shift. All such hours shall be paid the appropriate overtime rate, if applicable.

6.05 **Telephone Call/Work At Home:** If an employee who is not on standby receives a work related telephone call outside his/her normal work schedule and is able to resolve the issue without returning to work, he/she shall be paid in increments of one quarter (1/4) hour at their overtime rate of pay as described above. Employees will be ineligible for telephone call pay if the call was due to their own omission or lack of communication. Employees not on stand-by are encouraged to answer their work telephone and respond to non-emergency work opportunities, but are not required to do so.

6.06 **Weekly Stand-By:** An employee who is required to be on stand-by and is subject to call shall receive a stand-by allowance of forty dollars (\$40.00) per day while on stand-by. Only one (1) employee at a time shall be designated as being on weekly stand-by and eligible to receive this allowance under this Agreement. Weekly stand-by shall be assigned on a rotating basis among bargaining unit members who are qualified to do the

work. When an employee becomes qualified for stand-by duties, the employee shall be added to the end of the Employer's rotating stand-by list.

**Substitutions:** Employees may voluntarily trade or substitute their regularly scheduled stand-by shifts provided the Employer is notified in advance of the scheduled shift. If the employer excuses an employee from a stand-by shift due to vacation, sickness, or other reasons and the employee cannot find a voluntary substitute, then the Employer will attempt to find a voluntary substitute. If not volunteers can be obtained, the Employer will assign a substitute.

6.07 Employees who are required to open the parks while on weekly stand-by shall receive a minimum of two (2) hours at their overtime rate of pay. Employees who have worked in excess of forty (40) hours may, at their discretion, designate this time as compensatory time versus overtime wages.

6.08 **Emergency Standby:** Employees who are required to be available and subject to call for emergency situations, such as snow removal, shall receive an emergency standby compensation of twenty-five (\$25.00) per day for each twenty-four (24) hour period the City designates as "emergency standby." Effective January 1, 2017, emergency stand-by compensation shall increase to thirty dollars (\$30.00).

6.09 **Emergency Callout:** Individuals who respond to emergency callout may request the Supervisor to relieve them from a portion of their regularly scheduled work day. The supervisor will consider requests for time off using one or more of the employee's leave reserves. An employee may be relieved of duty by a supervisor if there are legitimate safety concerns as a result of an employee working without adequate rest, provided an employee sent home may use floating holiday hours.

## ARTICLE 7 – HOLIDAYS

7.01 The City recognizes the following paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	Presidents Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving Day	
December 25	Christmas Day
Two Personal Floating Holidays	

7.01.01 Notwithstanding Section 7.01, employees shall be paid holiday pay on the designated holiday dates as specified by the Employer. Time worked on designated holidays shall be compensated at the rate of one-and-one-half (1-1/2) times the employee's straight rate of pay.

7.02 New employees must have been employed by the City in a regular capacity on the work day immediately before and the work day immediately after a holiday in order to receive pay for the holiday.

7.03 Floating holidays off must be approved by the Supervisor. Whenever possible, the requested day off shall be honored, although the Supervisor may require that the employee select another day, based on the needs of the organization. Employees must take the personal floating holiday in the year it was earned or it shall be forfeited.

7.04 Any holiday falling on a Saturday shall be celebrated on the preceding Friday. Any holiday falling on a Sunday shall be celebrated on the following Monday.

7.05 If religious beliefs require observance of a holiday not included in the holiday schedule above, the affected employee may, with the approval of the City Administrator or designee, take the day off using vacation, compensatory time, or leave without pay.

7.06 Part-time employees shall be entitled to holiday pay on a pro rata basis.

## **ARTICLE 8 – VACATION LEAVE**

8.01 For each regular full-time employee vacation shall accrue each pay period, and it shall begin to accrue at the date of hire. Employees are not eligible to take accrued vacation until after having worked for the Employer for at least six (6) months.

<u>Length of Service Months</u>	<u>Length of Service Years</u>	<u>Annual Vacation Hours</u>
0 through 12 Months	0 through 1 Year	80 Hours
13 through 60 Months	2 through 5 Years	96 Hours
61 through 120 Months	6 through 10 Years	120 Hours
121 through 180 Months	11 through 15 Years	136 Hours *
181 through 240 Months	16 through 20 Years	168 Hours *
More than 240 Months	More than 20 Years	184 Hours *

8.02 After the first six (6) months of employment, employees may take vacation as it accrues, but may not "borrow" from future vacation. Vacation is intended to be a time to relax and get away from work; therefore, employees are encouraged to take all available vacation in full each year as it is available. Employees who are unable to take all of their available vacation may carry over a maximum of two times (2x) the amount of annual vacation accrual into the next year not to exceed 240 hours. If, on December 31, an employee has more than

the maximum accumulated vacation allowed, said employee shall lose any amount of hours in excess of two hundred and forty (240) hours. Under special circumstances, or if the employee is unable to take vacation because of requests by management, said employee may be allowed to carry over more than this maximum or be paid off for excess vacation accruals.

If employees are unable to take vacation for whatever reason, hours are allowed to roll over to the next year with a maximum of two (2) years of vacation accruals per year (measured by the employee's tenure), up to the following caps:

Length of Service	Accumulated and Unused Vacation
0 – 1 Year	80 Hours
2 – 5 Years	192 Hours
6 – 10 Years	240 Hours
11 Years and Over	240 Hours

8.03 Vacation leave requests shall be submitted at least two (2) weeks prior to taking vacation leave. Changes in vacation leave requests must be approved by the Supervisor. The Employer may require a change in requested vacation schedule, based on the needs of the Employer.

8.04 If a paid holiday occurs during a scheduled vacation, the holiday shall not count as vacation and shall not be deducted from the available vacation balance. If an employee becomes ill while on vacation, the time away from work shall continue to be considered vacation and cannot be converted to sick leave.

8.05 When an employee's employment with the City ends for any reason, the employee shall receive payment for all unused accrued vacation.

## **ARTICLE 9 – SICK LEAVE**

9.01 **Sick Leave:** A regular, full-time employee shall accrue sick leave at the rate of one (1) day per month (four hours (4) per pay period). Sick leave begins to accrue immediately upon date of hire, and is available for use as it accrues. Sick leave accrual will not exceed 720 hours.

9.02 Sick leave is only to be used for the following reasons:

9.02.01 Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);

9.02.02 The need to care for a child under the age of eighteen (18) with a health condition who requires supervision or treatment; spouse, domestic partner, parent (including biological parents and persons who acted as parents, such as step-parents),

parent-in-law or grandparent with a serious or emergency health condition; or an adult child incapable of self-care due to a mental or physical disability with a health condition that requires supervision or treatment;

9.02.03 Medical or dental appointments for the employee or the employee's dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

9.02.04 Exposure to a contagious disease where the presence of the employee on the job may jeopardize the health of others;

9.02.05 Use of a prescription drug which impairs job performance or safety; or

9.02.06 Additional leave beyond bereavement leave for a death in the immediate family as defined in 10.01.02, to be authorized by the City Administrator.

9.03 Whenever possible, all sick leave usage must be approved in advance by the Supervisor. It is recognized, however, that illness is often unexpected. Therefore, if an employee is unable to provide advance notification, the employee shall call to inform the Supervisor of his or her absence prior to the start of the next scheduled shift. If an absence continues beyond one (1) day, employees are expected to contact the immediate supervisor each day.

9.04 A doctor's certificate may be required when an employee returns from sick leave of three (3) or more days, or in other situations as determined by the Department Director.

9.05 The City may require an examination, at its expense, performed by a physician of its choice, to determine when the employee can return to work and if he or she shall be capable of performing the duties of the position.

9.06 The amount of sick leave pay an employee receives shall be based on the number of hours that would normally have been scheduled that day. If an employee has not accrued sufficient sick leave, sick leave shall be paid only in an amount equal the employee's existing accrual. Remaining time, if any, shall be unpaid, or the employee may use unused vacation or compensatory time. Employees may not "borrow" from future sick leave.

9.06.01 If an employee is unable to work for reasons covered by this provision, and the employee is also receiving time loss payments under Worker's Compensation, or any other insurance paid for by the City, said employee shall receive sick leave in an amount which, when combined with Worker's Compensation (or other insurance) shall equal the employee's regular salary. Similarly, if an employee is unable to work because of a disability under a state pension plan, the amount of sick leave paid by the City, when combined with the employee's state pension plan disability payment, shall equal his/her regular salary.

9.06.02 Accumulated sick leave shall be reduced only by the amounts actually paid out to the employee. Unused sick leave shall continue to accumulate and may be carried over from year to year, provided sick leave accrual will not exceed 720 hours.

9.06.03 Employees may not convert sick leave to cash or use it as vacation or holiday time. When an employee retires, an employee shall be paid (or may request the payment be made into his/her deferred compensation account) for twenty five percent (25%) of his/her sick leave accumulation in excess of 480 hours remaining in his or her sick leave bank as of the date of retirement.

## ARTICLE 10 – OTHER LEAVE

10.01 **Bereavement Leave:** Should a death occur in the family of a full-time regular employee he/she shall receive paid bereavement leave in accordance with the following guidelines:

10.01.01 Regular full-time employees shall be granted up to three (3) days off work with pay in the event of the death of a member of the regular full-time employee's immediate family.

10.01.02 Immediate family is defined as spouse, domestic partner, the employee's or the spouse's or the domestic partner's child, stepchild, foster children, parents, siblings, grandparents, grandparents-in-law, parents-in-law, sister-in-law or brother-in-law, or son-in-law or daughter-in-law. A regular full-time employee shall be granted one (1) day off work with pay in the event of the death of a relative who is not a member of the regular full-time employee's immediate family as defined above. Requests for bereavement leave shall be made to the immediate supervisor.

10.02 **Jury Duty and Appearance as a Witness:** Employees receive paid leave while on jury duty, to a maximum of thirty calendar (30) days. If additional jury duty leave is required, it shall be unpaid. While on a paid jury duty leave, any non-expense check received from the court shall be turned in to Human Resources. A copy of the summons must be presented to Human Resources as soon as possible after receipt.

10.03 **Pregnancy or Childbirth Leave:** An employee who is disabled because of pregnancy or childbirth, shall be given a pregnancy disability leave of absence for the period of time she is actually disabled. A statement from a licensed health care provider certifying the actual period of disability may be required. This leave shall be unpaid unless the employee has accrued vacation, sick leave, or compensatory time. The employee must use all available paid leave before taking the leave as unpaid.

10.04 **Family & Medical Leave Act:** Eligible employees, as defined by the Federal Family and Medical Leave Act of 1993, and/or the Washington Family Leave Act, Chapter 49.78 RCW, will be granted up to twelve (12) weeks of unpaid family medical leave in a rolling 12-month period for qualifying family and medical reasons, in accordance with those Acts, as applicable. Eligible employees must use any accrued paid leave in connection with such family medical leave.

### ARTICLE 11 – WAGES

11.01 Wages: As set forth in Appendix “A”

11.01.01 Wage rates for 2016, 2017, and 2018 are set forth in Appendix “A”.

### ARTICLE 12 – DEFERRED COMPENSATION

12.01 **Deferred Compensation Plan:** Eligible employees may elect to contribute pre-tax earnings into the City's deferred compensation plan (457 Plan) for investment. Participation in the 457 Plan is voluntary and there is no City match.

### ARTICLE 13 – HEALTH AND WELFARE

13.01 **Medical/Dental/Vision:** Effective January 1, 2016 (based on December 2015 hours) employees covered by this Agreement and their eligible spouses/domestic partners and dependents are covered by:

Teamsters Medical – Plan B	\$1,191.30 monthly premium
9-month Waiver of Premium	11.40 monthly premium
Teamsters Dental Plan – Plan A	130.50 monthly premium
Teamsters Vision – Plan EXT	14.90 monthly premium
Total Monthly Premium	\$1,348.10

The Employee will pay \$104.00 per month of Medical Plan B premium in 2016, 10% of total medical premiums (with a cap of \$120/month) in 2017, and 10% of total medical premiums (with a cap of \$136/month) in 2018. The City will pay the remaining balance of the medical premium. For purposes of employee cost-sharing under this section, “medical premiums” means the composite cost of Teamsters Plan B medical, but not dental or vision. The Employer agrees to pay 100% of premiums for Teamsters dental and vision.

13.02 **Life Insurance:** Effective upon signing this Agreement the Employer shall pay one hundred percent (100%) of the premiums for the following Life Insurance Plan.

13.06.01 Standard Insurance Life Insurance (\$50,000) for employee only.

13.03 **Long Term Disability:** Effective upon signing this Agreement the Employer shall pay one hundred percent (100%) of the premiums for the employee only, for the Long Term Disability plan that provides a sixty-seven (67%) percent benefit with a ninety (90) day elimination period.

13.04 Should the City decide to change Life or Long Term Disability carriers to achieve a more competitive price, it shall consult with the Union to review the scope of the plan benefits to assure they are as good as or better than those under current plan.

#### **ARTICLE 14 – EMPLOYEE DISCIPLINE AND DISCHARGE**

14.01 **General:** No employee shall be disciplined or discharged without just cause.

14.02 **Discipline Steps:** The Employer agrees to principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Verbal warning
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Disciplinary action will be tailored to the nature and severity of the offense and the employee's prior disciplinary record. The steps of the discipline structure will normally be sequential unless the nature of the disciplinary offense justifies a more stringent response.

The parties agree there is a benefit to coaching and counseling between an employee and a supervisor. Coaching and counseling shall not be considered a disciplinary step.

14.03 **Personnel Files:** The Employer maintains personnel files for each employee.

The Employer may record the occurrence of a verbal warning in an employee's personnel file.

The Employer will provide a copy of a written reprimand, suspension, demotion, or discharge decision to an employee. The employee will be required to sign an acknowledgement of receipt, but such signature does not indicate agreement with the discipline decision. The employee may request the Employer forward a copy to the Union.

An employee, upon written request to the Employer, may request to inspect his/her personnel file. If an employee disagrees with a discipline document, he/she may submit a written rebuttal.

**14.04 Employer Investigations:** The Employer has the right to investigate allegations of misconduct before imposing discipline. Employees have an obligation to cooperate with any investigation conducted by the Employer.

An employee is entitled, at his/her request, to have a Union Representative present during any investigatory interview the employee reasonably believes may result in his/her discipline.

The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on paid administrative leave must remain available during their normal hours of work. Placement on paid administrative leave is not a disciplinary offense and is not subject to the grievance procedure.

**14.05 Discipline Records for Progressive Discipline:** The Employer will consider an employee's previous disciplinary records for purposes of progressive discipline in accordance with the following timelines:

Verbal warnings will not be considered for purposes of progressive discipline after twelve (12) months without a reoccurrence of the same or similar conduct giving rise to discipline.

Written reprimands will be not be considered for purposes of progressive discipline after twenty-four (24) months without a reoccurrence of the same or similar conduct giving rise to discipline.

Suspensions will not be considered for purposes of progressive discipline after sixty (60) months without a reoccurrence of the same or similar conduct giving rise to discipline. Provided, however, suspensions involving harassment, bullying, or threatened acts of violence do not expire.

Demotions and discharge decisions do not expire.

**14.06 Grievance Procedure:** Discipline decisions not involving a monetary loss or penalty (*i.e.* verbal warnings and written reprimands) are not subject to the grievance procedure. Discipline decisions involving a monetary loss or penalty (*i.e.* suspensions, demotions, discharge decisions) may be grieved. In addition, the Union may grieve an employee's negative performance evaluation, if the evaluation is a factor in denying a step increase.

## **ARTICLE 15 – PROBATIONARY PERIOD**

**15.01** Newly hired employees shall serve a probationary period of twelve (12) months, during which time the employee may be disciplined or discharged at the sole discretion of the Employer.

**15.02** An employee disciplined or discharged during the probationary period shall not have recourse or appeal rights to the grievance procedure.

15.03 Promoted employees shall serve a six (6) month trial period. In the event the employee does not successfully complete the trial period, he/she shall have the right to revert back to his/her former position.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

16.01 Verbal counseling or verbal reprimand noted in the file jacket of an employee shall not be subject to grievance procedures.

16.02 **Definition of a Grievance:** A "grievance" means a claim or dispute by an employee, or the Union with respect to the interpretation or application of an express provision of this Agreement.

16.03 **Step 1 – Filing:** If an employee and/or the Union has a grievance, it must be submitted in writing to the supervisor within fourteen (14) calendar days from the date of occurrence or from the date the employee and/or the Union should have reasonably become aware of the alleged problem. If the grievance is not submitted within the stated time limitations, the grievance shall be deemed to be waived. This written notice shall include the following:

- a) Statement of the grievance and relevant facts;
- b) The specific provision(s) of the Agreement violated;
- c) The Remedy sought.

16.04 **Step 2:** The grievant and the supervisor shall meet within fourteen (14) calendar days of the Step 1 written notice, and attempt to effect a settlement. The Supervisor or designee shall render a written decision within fourteen (14) calendar days.

16.05 **Step 3:** If the grievance is not resolved to the Union's satisfaction at Step 2, the Union shall submit the grievance in writing to the Department Director within fourteen (14) calendar days from the decision of the supervisor. The Department Director or designee shall render a written decision within fourteen (14) calendar days.

16.06 **Step 4:** The Union may appeal an adverse decision by the Department Director to the City Administrator within fourteen (14) calendar days. The City Administrator or designee shall render a written decision within fourteen (14) calendar days.

16.07 **Step 5:** The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator.

16.08 The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the City Administrator's decision. Within ten (10) calendar days of the Union's notice to arbitrate, the Union shall request the appointment of an arbitrator from the Public Employment Relations Commission (PERC).

PERC shall furnish a list of seven (7) impartial arbitrators. Once a list has been provided, the parties will attempt to agree on one (1) arbitrator. If no agreement can be reached, the parties shall flip a coin to determine who will strike the first name, following with subsequent strikes alternating between the parties, until one (1) arbitrator remains. The remaining arbitrator will serve as the arbitrator for the grievance. The arbitrator shall render a written decision which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement.

16.09 The parties shall each bear the cost of presenting its own case.

16.10 Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

16.11 If the Employer fails to meet any time requirements in this Grievance Procedure, the grievance shall be advanced to the next step. If the Union fails to meet any time requirements in this Grievance Procedure, the grievance shall be deemed withdrawn.

16.12 The time limits listed in this Article may be extended by written mutual agreement.

#### **ARTICLE 17 – PERFORMANCE OF DUTY/NO STRIKE**

17.01 The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Nothing in this Agreement shall be construed to grant an employee the right to strike or to refuse to perform his or her duties to the best of his or her abilities. During the term of this Agreement the Union shall not cause, engage in or sanction any work stoppage, strike, walkout, sit-down, stray-in, slowdown, sick-in, curtailment of work, or interference with City operations at any location whatsoever; provided that nothing herein shall be interpreted to prohibit lawful informational picketing. The City shall not institute any lockout of employees during the term of this Agreement.

#### **ARTICLE 18 – AMENDMENTS TO THE AGREEMENT**

18.01 The Employer and the Union may mutually agree to amend this Agreement.

18.02 Attachments and/or Amendments, Letters of Understanding or Memoranda of Understanding may be attached to and incorporated in the Agreement by reference.

#### **ARTICLE 19 – NONDISCRIMINATION**

19.01 The Employer and the Union shall cooperate to assure that no employee is unlawfully discriminated against by reason of race, religion, creed, color, national origin, sex, age, disabilities, marital status, sexual preference, Union activity, or any protected classification under federal, state, or local laws.

## ARTICLE 20 – SENIORITY/PROMOTIONS/LAYOFFS

20.01 Seniority shall be defined as the length of continuous service with the Employer from the most recent date of hire as a regular employee; provided, however no employee shall have seniority established prior to the completion of twelve (12) months of probationary employment with the Employer.

20.01.01 Seniority will continue to accrue for a period of six (6) months for absence due to illness, authorized leave of absence, or temporary lay-off.

20.02 Promotion to a higher job classification shall be by ability and qualifications. Where ability and qualifications are equal, seniority shall prevail.

20.02.01 When a vacancy or new position is created, a notice of such vacancy or new position shall be posted on a bulletin board for a period of five (5) working days.

20.03 **Layoffs:** In case of a layoff, temporary and part-time employees with the shortest length of continuous service within the specified classification in the bargaining unit shall be laid off first, followed by the full-time employee(s) with the shortest length of continuous service; provided that the more senior employees are qualified for the remaining positions and able to provide efficient operations as determined by the Employer. The Employer shall provide an employee with at least one (1) month advance written notification prior to layoff or one (1) month of pay in lieu of notice.

20.04 **Recall from Layoff:** Employees shall be recalled from layoff in reverse order of their layoff, provided the employee is qualified to perform the duties previously assigned. An employee who is not recalled within twenty-four (24) months of the layoff shall lose all recall rights.

20.05 All employees on layoff are responsible to keep the Employer informed of their address and telephone number where they can be contacted.

## ARTICLE 21 – SAFETY GEAR AND SAFETY RELATED CLOTHING

21.01 **Safety Gear:** The Employer will provide bargaining unit members with required safety gear as stipulated in state and federal standards and additional safety-related clothing on an as-needed basis not to exceed five hundred dollars (\$500.00) in a single calendar year.

21.02 **Safety Gear Replacement:** The Employer will administer safety gear and other safety-related clothing on an as-needed basis using a quartermaster system. The Supervisor will determine the condition of the items and render a decision on replacement based on the condition of the item in question.

21.03 **Probationary Employee:** Probationary employees shall be eligible for the annual clothing allowance.

## ARTICLE 22 – PENSION

22.01 Pension for employees and contributions to the Public Employee's Retirement System (PERS) shall be governed by Washington State Law.

## ARTICLE 23 – SAVINGS

23.01 If any provision of this Agreement, amendments or addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement, amendments and addendums shall not be affected thereby, and the parties shall enter into immediately collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalid provision.

## ARTICLE 24 – LABOR MANAGEMENT

24.01 The Union and the Employer shall establish a Labor Management Committee (LMC) for the purpose of discussing issues not related to grievances. Meeting schedules, make-up of the LMC and roles and responsibilities of LMC members, will be determined. A Union Business Representative will be invited to attend scheduled LMC meetings and provided an agenda, but such attendance is not mandatory for a meeting to occur. It is anticipated that the LMC will meet on a regular basis to discuss, but not limited to the following:

- State of the Business/City
- Labor/City relationship
- Health and Welfare for non-representative employees
- The quartermaster system (*i.e.* procedure, vendor selection, etc.)

The LMC may recommend changes, but has no power to alter the terms of this Agreement.

## ARTICLE 25 – DURATION

25.01 Except as otherwise stated herein, this Agreement shall become effective January 1, 2016, and shall carry through December 31, 2018. If the Union wishes to negotiate a successor contract, it will provide notice to the City no less than 180 days prior to the contract termination date. The parties will meet within 30 days of the notice to set a schedule for contract negotiations. In the event negotiations for a new agreement have not been completed by the termination date of this Agreement, the provisions contained in this

Agreement shall remain in effect until the conclusion of the negotiations for a new Agreement or the City chooses to act under RCW 41.56.100 (3).

The parties agree to begin bargaining over a successor agreement no later than July 1, 2018, or at another date mutually agreed upon by the parties.

CITY OF LAKE FOREST PARK

  
\_\_\_\_\_  
JEFF JOHNSON  
Mayor

2/26/16  
\_\_\_\_\_  
Date

TEAMSTERS LOCAL UNION  
NO. 117, IBT

  
\_\_\_\_\_  
JOHN SCEARCY  
Secretary-Treasurer

2/19/16  
\_\_\_\_\_  
Date

APPENDIX A

CLASSIFICATIONS AND WAGE RATES

A.1 Effective January 1, 2016, the 2015 wage rates shall be increased by 1.60% to the following monthly wage rates:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$4,506.58	\$4,665.62	\$4,824.69	\$4,983.73	\$5,142.79	\$5,301.85
Lead Maintenance Worker	\$4,844.56	\$5,015.54	\$5,186.54	\$5,357.51	\$5,528.50	\$5,699.50

A.2 Effective January 1, 2017, the 2016 rates shall be increased by 2.00% to:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$4,596.71	\$4,758.94	\$4,921.18	\$5,083.41	\$5,245.64	\$5,407.89
Lead Maintenance Worker	\$4,941.45	\$5,115.86	\$5,290.27	\$5,464.66	\$5,639.07	\$5,813.49

A.3 Effective January 1, 2018, the 2017 rates shall be increased by 2.50% to:

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Maintenance Worker	\$4,711.63	\$4,877.91	\$5,044.21	\$5,210.49	\$5,376.79	\$5,543.09
Lead Maintenance Worker	\$5,064.99	\$5,243.75	\$5,422.53	\$5,601.28	\$5,780.05	\$5,958.82

A.4 Each step in the above pay plan shall be twelve (12) months in duration, and advancement through the pay plan shall be based on satisfactory performance.

## APPENDIX B

### TEAMSTERS LOCAL 117 MEDICAL INSURANCE

#### 1. Washington Teamsters Welfare Trust, Medical Plan B Insurance Plan.

All members of the Lake Forest Park Teamsters Local No. 117 will be enrolled on Washington Teamsters Welfare Trust, Medical Plan B. Cost-sharing is specified in Article 13 of this Agreement.

#### 2. HRA Contributions

On an annual basis, the Employer agrees to contribute \$300 per employee electing individual coverage, or \$900 per employee electing non-individual coverage, in a health reimbursement account (HRA) administered by a third party administrator (TPA).

Employees hired into the Teamsters Local 117 during the year will receive a HRA commitment pro-rated for the number of months in the calendar year that they are employed by the Employer. For example, if a maintenance worker is hired August 1<sup>st</sup>, and has full family coverage, the health reimbursement arrangement amount for that first calendar year would be \$375 ( $\$900 \div 12 = \$75$ ;  $\$75 \times 5 \text{ months} = \$375$ ).

The funds in HRAs will roll over from year to year and remain available to employees for use for paying qualified medical expenses under the IRS code. If the employee terminates employment with the City, the employee will forfeit their right to these funds. If the employee retires from the City, the account balance will continue to be available to the employee. All health reimbursement arrangements will conform with IRS requirements. In addition, employees must be enrolled in the medical plan offered by this Agreement (Teamsters Plan B) to open an HRA or qualify for the annual contributions discussed above.

In the event the City's HRA contributions are expected to trigger the "Cadillac Tax" of the Affordable Care Act, the parties agree to re-open negotiations solely for discussing alternative health insurance options. If the City is subject to Cadillac Tax liability during re-opener bargaining, then HRA deposits shall be reduced or eliminated to avoid liability while the parties continue to bargain.