

Memorandum of Understanding
to the
AGREEMENT
by and between
CITY OF LAKE STEVENS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Department Employees)

January 01, 2017 through December 31, 2019

IT IS UNDERSTOOD AND AGREED by the parties, City of Lake Stevens, Washington (hereafter "the Employer"), and Teamsters Local Union No. 763 (hereafter "the Union"), to enter into this agreement as follows:

WHEREAS; the Employer and the Union negotiated a collective bargaining agreement for the period of January 01, 2017 through December 31, 2019;

WHEREAS; the Employer and the Union negotiated and agreed to language related to Article 1 RECOGNITION; UNION MEMBERSHIP AND PAYROLL DEDUCTION

WHEREAS; the language in Article 1 is no longer lawful due to the supreme court decision of Janus vs AFSCME

THEREFORE; the Employer and the Union agreed to the following language change:

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition – The Employer recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit, which shall include all regular full-time, regular part-time, and seasonal/temporary employees of the City of Lake Stevens Public Works Department who work in excess of 1/6 of 2080 hours (or in excess of 346.6 hours), excluding the confidential, clerical and technical employees and all other employees of the Employer.

1.2 Seasonal/Temporary Employees - Probationary seasonal/temporary employees who work in excess of 1/6 of 2080 hours (or in excess of 346.6 hours) will receive limited contractual benefits to include: Article 1 – Recognition, Union Membership and Payroll Deductions; Article 5 – Probation Period, Seniority, Layoff and Recall; Article 18 – Grievance Procedure (excluding termination); and Appendix A. Seasonal/temporary employees who pass probation in a single season will receive additional limited contractual benefits to include Article 17 – Warning Letter and all of Article 18 – Grievance Procedure. No other contract article or section will apply to this classification of employee.

1.3 Payroll Deduction – The Employer shall make deductions for Union dues, initiation fees, and/or agency fees from the wages of all employees covered by this Agreement who execute a properly written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. The Union shall provide the Employer the signed authorization prior to the commencement of the deductions. Such deductions shall be remitted to the Union on a monthly basis.

The Employer will stop deducting such dues/fees from employees who revoke consent, in writing, to the Employer; the Employer will promptly provide the Union a copy of the written revocation. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues deduction system .

1.4 New-Hire Orientation with Union - The Employer shall notify the Union of all new full-time part-time, and seasonal employees hired into the bargaining unit. The Union and shop steward will then be provided thirty (30) minutes during employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than ninety (90) calendar days. Employees have the option to attend or not attend the orientation.

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

CITY OF LAKE STEVENS, WASHINGTON

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

By John Spencer
John Spencer, Mayor
Marcustageant

Date 9-13-18

Date 9-18-18