

A G R E E M E N T
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, 2020 through December 31, 2022

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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 Employees)

January 01, 2020 through December 31, 2022

THIS AGREEMENT is by and between the CITY OF LAKE STEVENS, 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.

ARTICLE 1 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 one-sixth (1/6) of two thousand eighty (2,080) hours (or in excess of three hundred forty-six point six [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 one-sixth (1/6) of two thousand eighty (2,080) hours (or in excess of three hundred forty-six point six [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 Union in accordance with the terms of the authorization; the Union will promptly provide the Employer 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 Union Information – The Employer shall notify the Union in writing of all new full-time, part-time and seasonal employees hired into the bargaining unit within seven (7) days from date of hire. Information provided on new hires shall include the employee's name; mailing address; telephone number; job title and hourly rate of pay. The Employer shall also inform the Union of any employee resignations/retirements/terminations from the bargaining unit within seven (7) days of the resignation/retirement/termination.

- 1.5 New Hire Orientation with Union - The Union will be provided thirty (30) minutes during the 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. The Employer shall not provide any forms that require employees to inform the Employer of their intent to join or not join the Union.

ARTICLE 2 UNION RIGHTS AND NON-DISCRIMINATION

- 2.1 No employee shall be discriminated against because of Union membership or service on a committee.
- 2.2 Pursuant to RCW 41.56.140(3), no employee shall be discriminated against who has filed an unfair labor practice charge.

ARTICLE 3 MANAGEMENT AND UNION RIGHTS

- 3.1 Management Rights – All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, and authority and functions include, but are by no means whatever limited to the full and exclusive control, management and operation of its business and its activities, business to be transacted, functions to be performed and methods pertaining thereto; the location of its offices, places of business and equipment to be utilized, and a layout thereof; the right to establish or change shift schedules of work, evaluations and standards of performance; the right to establish, change, combine or eliminate jobs, positions, job classification and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the Employer and the places where it is to be performed; the determination of the number, size and location of its offices and other places of business or any part hereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees, including but by no means whatever limited to hiring, selecting and training of new employees, and suspending or discharging them for just cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring its employees.
- 3.1.1 The Employer and the Union agree that the above statement of management rights shall be for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the Employer and the Union that the rights, powers, authority and functions of management shall remain exclusively vested in the Employer except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the grievance procedure of this Agreement.

- 3.2 Shop Stewards Time-Off – Shop Stewards who are employees within the bargaining unit shall be paid for time spent in investigatory interviews (when requested to attend by bargaining unit members), grievance meetings, Labor-Management Committee meetings and contract negotiations. The pay shall be at straight-time; no overtime shall be paid.

Upon request from the Union, Shop Stewards or bargaining-unit members selected for training, conferences or delegates to conventions or other meetings may be granted reasonable unpaid time-off for up to ten (10) working days per year without loss of seniority, subject to operational needs and the Employer's discretion. In such cases, the Union shall reimburse the Employer for the lost wages of the employee(s).

- 3.3 Bulletin Boards – The Employer shall provide suitable space for a Union bulletin board on its premises. Postings by the Union on such board shall be confined to official business of the Union.

ARTICLE 4 NO STRIKE PROVISION

- 4.1 The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement the Union shall not cause or condone any work stoppage, strike, slowdown or other interference with Employer functions by employees under this Agreement, and should same occur, the Union shall take all steps to end such interference. Employees who engage in any of the previously mentioned actions may be subject to disciplinary action up to and including discharge. The Employer shall not lockout any employee during the life of this agreement. Any claim by the Employer that the Union has violated this Article shall not be subject to the grievance procedure of this Agreement and the Employer shall have the right to submit such claim to the courts.

ARTICLE 5 PROBATION PERIOD, SENIORITY, LAYOFF AND RECALL

- 5.1 Probation Period – Public Works Department employees shall be subject to a six (6) month probation period. During this period such employees shall be evaluated by the Employer and may be terminated with or without cause at the sole discretion of the Employer. Termination during the probation period shall not be subject to the grievance procedure. Extensions of the probationary period for performance issues may occur only with mutual written agreement from the Union. The probationary period of an employee who takes a leave of absence longer than two (2) weeks automatically shall be extended by the length of the leave of absence. The Employer shall notify the Union in writing of such extensions.
- 5.2 Seniority – A regular full-time employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit. A seasonal/temporary employee's seniority shall be defined as that period beginning with the 347th hour of compensated work within the bargaining unit. Seniority related to seasonal/temporary employees will be maintained on a list separate from regular full-time employees. Seniority for a seasonal/temporary employee will not carry over from year to year.

- 5.3 Layoff – In any instance in which a layoff becomes necessary, seasonal/temporary employees will be laid off before any regular full-time employee. Seniority along with business necessity and fitness shall be considered when there is a reduction in the Employer’s work force. Layoff shall be by classification. Provided the Employer determines that there is no need to retain a less senior employee who possesses special skills or the more senior employee is not on disciplinary probation for less than satisfactory performance, the least senior employee in the classification will be laid off. An employee laid off out of seniority shall be provided by the Employer the reason(s) for such action in writing. A laid off employee shall have the option of bumping a less senior employee within classification or may bump into a lower classification if the employee has prior seniority in the lower classification, and the employee meets the qualifications for the classification. If a more senior employee does not have prior service in the lower classification the employee may bump into the lower classification if the Employer determines that the employee is qualified for the position. For the purposes of layoff, special skills are defined as knowledge, skills and abilities necessary to perform the work required of the job classification which are not readily attainable. While on layoff, an employee shall retain all accrued seniority but shall not accrue further seniority credit.
- 5.4 Recall – In any instance in which a recall occurs, regular employees will be recalled before seasonal/temporary employees. Laid off employees shall be recalled by seniority within a classification, provided that the employee is qualified for the position vacancy. The last employee laid off within a classification shall be the first to be recalled, if qualified. A recall list shall be maintained for at least twelve (12) months after the layoff occurs.
- 5.5 Appeals – Appeals of the Employer’s application of the layoff procedure shall be through the contractual grievance procedure (Article 18). The basis for filing a grievance appealing the Employer’s application of the layoff procedure shall be: (1) the Employer used its discretion arbitrarily without clearly basing its decision on business necessity (special skills), or, (2) the Employer did not provide documentation as outlined in its personnel procedures manual of the employee performance problem(s) which resulted in the disciplinary probation. The two examples provided above regarding the right to appeal layoff procedures, do not represent all appeal scenarios. Appeals may be brought forward for other issues related to the application of layoff procedures.

ARTICLE 6 HOURS OF WORK

- 6.1 Hours of Work - The work day for all employees covered by this Agreement shall, at the discretion of the Employer, be either five (5) consecutive days of eight (8) consecutive working hours; nine (9) days of work totaling eighty (80) hours over a two (2) week period (week one=four [4] consecutive nine [9] hour work days and one [1] eight [8] hour day; week two=four [4] consecutive nine [9] hour work days) or four (4) consecutive days of ten (10) consecutive working hours. Hours of work for regular part-time employees shall be scheduled at the sole discretion of the Employer. The Employer shall avoid scheduling split shifts. The Employer reserves the right to change the schedule of an employee working an alternate work schedule to a schedule of five (5) consecutive days of eight (8) hours with thirty (30) days advance notice.
- 6.1.1 Work Week – The work week shall be midnight (12:00 a.m.) Sunday to 11:59 p.m. Saturday for employees working a schedule of five (5) eight (8) hour days or four (4) ten (10) hour days. The work week for employees on a 9/80 schedule will be a seven (7) calendar day period beginning and ending at the mid-point of their eight (8) hour work day.

- 6.2 Previous to a holiday week, with at least thirty (30) days advance notice, employees working a four (4) day ten (10) hour work week or a nine (9) day eighty (80) hour work schedule will be able to change their schedule to a five (5) day eight (8) hour work week for the holiday week at the sole discretion of the Public Works Operation Manager.
- 6.3 Meal and Rest Periods – Regular full-time Public Works Employees shall receive an unpaid thirty (30) to sixty (60) minute meal period established by the Employer. All employees shall receive one (1) fifteen (15) minute paid rest period for each four (4) continuous hours worked in each day’s work schedule. Public Works employees shall be subject to immediate call during meal or rest periods, provided, however, Public Works employees will be paid at their regular straight-time hourly rate of pay, or overtime hourly rate of pay if applicable, for that portion of a lunch period during which an employee responds to a service call.
- 6.4 Notification – Each employee shall be assigned to a regular starting time which shall not be changed without thirty (30) days advance notification unless by written agreement between the Union and the Employer. In the event an employee’s regular starting time is changed without thirty (30) days advance notification, he shall be paid overtime at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay for all hours worked outside of the employee’s normal work schedule except for emergency conditions. Emergency conditions are defined as reasonably unforeseeable situations which require prompt action. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions. In the event that an employee requests a change in the regular starting time with less than thirty (30) days advance notification, and the Employer accommodates such request, the employee will not be paid overtime for all hours worked outside of the employee’s normal work schedule.

ARTICLE 7 OVERTIME

- 7.1 Overtime – All work performed by an employee within a non-exempt job classification which has been authorized by the Employer in excess of forty (40) hours per week for Public Works employees shall be paid at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay. An employee shall be paid at one and one half (1-1/2) times the employee’s regular straight time hourly rate of pay for work performed prior to the start time and after the end time of the employee’s regularly assigned shift.
- 7.2 Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 7.3 The Employer shall not reschedule regular shifts, particularly to avoid paying overtime, without thirty (30) days advance notification unless by written agreement between the Union and the Employer except for emergency conditions. Emergency conditions are defined as reasonably unforeseeable situations which require prompt action. Emergency conditions shall not formally include holidays, vacations, training sessions, school classes or functions. In the event that employees request in writing a change in their regular schedule with less than thirty (30) days advance notification, the Employer may accommodate such request at its discretion.
- 7.3.1 Special Events – The Employer will not change regular schedules to avoid paying overtime for special events.

- 7.4 Compensatory time – Compensatory time off may, at the option of the employee, be requested in lieu of overtime pay. Such compensatory time off shall be scheduled with the approval of the Employer provided that there is not an undue disruption of the Employer’s operation. Employees may normally accrue up to a maximum of forty-eight (48) hours of compensatory time off.
- 7.4.1 Any compensatory time earned in excess of forty-eight (48) hours shall be automatically paid to the employee at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay on the second pay period of the month.
- 7.4.2 Subject to the approval of the City Administrator, employees may accumulate more than forty-eight (48) hours of compensatory time.
- 7.5 All time required by the Employer to be spent by employees attending lectures, meetings (including attendance at City Council meetings, if required by the Employer) and training, including required online training, shall be considered hours worked. Travel time shall be paid pursuant to Article 15.6.

ARTICLE 8 CALLBACK AND STANDBY PAY

- 8.1 Call-back and Call-outs – An employee who is called back to work after having left the premises following completion of a normal shift, or called to work when otherwise not scheduled to work, shall receive call-back pay of a minimum of three (3) hours at their regular straight-time hourly rate of pay, or overtime hourly rate of pay if applicable. If an employee is called back to work within the three (3) hour time call out period, no additional call out pay will be made.
- 8.2 Stand-by Duty Schedule – The Employer, or if delegated, the Public Works Operations Manager shall prepare and post for public works employees an annual Stand-by schedule specifying the dates and hours of weekly Stand-by status and employee names. The Stand-by schedule shall be seniority based by date of hire. Once the Stand-by roster is organized by seniority status, the duty shall rotate weekly among those employees on the list. As new employees are added to the list, they either go onto the list in seniority order or fill a vacant spot. The Stand-by schedule shall be made available to all City departments.

In the event of anticipated inclement weather or other unusual events that may require increased response from the City, the Employer may place more than one (1) employee on Stand-by at a time. Such additional Stand-by Duty can be scheduled for weekly or daily increments.

The Stand-by schedule shall be maintained at a minimum of seven (7) voluntary employees on the list. All employees on the Stand-by Duty list shall be either Crew Leaders and Crew Worker II employees (and as specified in Article 8.3), and all employees on the Stand-by schedule must have a Commercial Driver’s License (CDL). In the event there are not seven (7) voluntary employees, all Crew Leaders and Crew Worker II bargaining unit employees having a CDL shall be listed on the Stand-by schedule. A city vehicle shall be made available to the employee the week they are on call.

The Stand-by employee shall carry the communication device assigned by the Employer. In the event the Stand-by employee needs to call for assistance they shall follow the process outlined in Article 8.4. If none of the employees on the list respond then the Stand-by Duty employee will contact the Public Works Operations Manager for instructions.

8.2.1 Public Works employees may trade assigned Stand-by shifts with other Public Works employees with prior approval of the Public Works Operations Manager. Such trades shall be for not less than a complete Stand-by shift. A complete Stand-by shift shall be each week day or each full weekend.

8.2.2 Stand-by Duty Compensation – Week Days – Public Works employees scheduled for Stand-by duty on week days shall be compensated a minimum of one (1) hour at one and one-half (1-1/2) times the employee’s straight-time rate of pay for each full day served on Stand-by status. In the event an employee on Stand-by Duty is required to respond and report to an emergency situation, the employee shall be compensated a minimum of three (3) hours at one and one-half (1-1/2) times the employee’s straight-time rate of pay, or for the actual duration of the emergency, whichever is greater. Such time shall be calculated on a portal to portal basis (i.e. from home to emergency scene to home) in addition to the compensation specified above.

8.2.3 Stand-by Duty Compensation - Weekends and Holidays – Public Works employees scheduled for Stand-by duty on weekends and/or holidays shall be compensated a minimum of two and one-half (2-1/2) hours at one and one-half (1-1/2) times the employee’s straight-time rate of pay for each full day served on stand-by status.

8.3 The Equipment Mechanic may be included in the Stand-by rotation, with Employer approval.

8.4 Call-back Rotation – The schedule for call-backs when employees who are not on Stand-by are needed in the field shall be as follows:

- Upon ratification, the call-back rotation list shall be arranged in seniority order. New hires go to the bottom of the list.
- Once a call-back occurs the first person on the list shall be called by telephone. If the employee does not respond by answering the telephone, the employee stays in the same position on the list. The calls shall continue down the list until an employee accepts the call-back.
- If an employee answers the phone and declines the call-back, he shall be moved to the bottom of the rotation list.
- When an employee accepts a call-back and reports to work, the employee shall be moved to the bottom of the call-back rotation. This shall be tracked by removing the employee’s call sheet and moving it to the back of the binder. The Stand-by employee (or the Public Works Operations Manager) shall write the time and date each employee is called, and what the response was, if any.
- The list/binder shall be readily available to employees who want to check to see where they are on the call-back rotation.

ARTICLE 9 WAGES

9.1 Employees covered by this Agreement shall receive the rates of pay as set forth in Appendix "A" to this Agreement which by this reference shall be incorporated herein as set forth in full.

ARTICLE 10 HOLIDAYS

10.1 The following days are recognized as holidays:

New Year's Day	January 1 st
Martin Luther King, Jr's Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving Day	4 th Friday of November
Christmas Day	December 25 th
Two (2) "Floating Holidays"	

10.2 Public Works Department employees shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to their regular straight-time hourly rate of pay for all holiday hours actually worked.

10.3 New employees shall be eligible to observe their floating holiday based on six (6) completed months of continuous employment in their first calendar year of employment. Employees shall take their floating holiday upon mutual approval with their Department Head.

10.4 Part-time employees shall receive holidays on a pro-rated basis.

ARTICLE 11 VACATIONS

11.1 Employees shall receive vacations with pay in accordance with the following schedule:

<u>MONTHS OF CONTINUOUS EMPLOYMENT</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
01 through 12	80 hours	6.67 hours
13 through 36	88 hours	7.33 hours
37 through 60	104 hours	8.66 hours
61 through 120	128 hours	10.66 hours
121 through 180	152 hours	12.66 hours
181 through 240	184 hours	15.33 hours
241+	200 hours	16.66 hours

- 11.2 Vacation periods shall be selected in seniority order based on their date of hire. Vacation requests shall be made by January 15. After the January 15 date, any requests shall be subject to availability. All vacations shall be approved by the Public Works Operations Manager or designee.
- 11.3 Employees shall not carry over from year to year accumulated vacation in excess of two hundred-forty (240) hours without approval from the City Administrator. Any vacation time accumulated in excess of two hundred-forty (240) hours shall be forfeited on January 1 of each year, unless carry-over has been approved. Employees who have approved vacation periods canceled by the Employer after September 1 in any year shall be allowed to carry-over such vacation hours for a period not to exceed six (6) months in the following year.
- 11.4 Full-time employees shall accrue vacation benefits based on completed months of employment. Vacation benefits shall be on a pro-rated basis for regular part-time employees. New employees shall accrue vacation benefits from the date of employment and may request to use accrued leave; however, there shall be no cash-out of accrued vacation until successful completion of the probation period.

ARTICLE 12 PERMITTED LEAVE

- 12.1 Sick Leave - Regular full-time employees shall accumulate sick leave pay at the rate of one (1) work day (up to eight [8] hours) per completed calendar month of continuous service. Regular part-time employees will accrue sick leave on a pro-rated basis, but in no case shall not earn less than the amount of leave required under state and/or local laws. Employees may accrue up to one thousand one hundred sixty-eight (1,168) hours of earned but unused sick leave from one (1) calendar year to the next. Accumulated sick leave pay shall be paid to the nearest quarter (0.25) hour, up to the rate of eight (8), nine (9) or ten (10) hours per day, depending on the employee's scheduled work week, at the employee's appropriate hourly rate of pay for the missed scheduled shift (i.e., eight [8], nine [9] or ten [10] hours).
- 12.2 Sick leave may be utilized for the employee's own health condition or care of dependents or family members in accordance with applicable state statutes. Earned leave of any kind may be used if the employee is needed to care for a child, spouse, parent, parent-in-law, legally registered domestic partner, or grandparent who has a serious health condition or emergency health situation.
- 12.3 Twenty-four (24) months prior to retirement, an employee may convert accrued but unused sick leave in excess of sixty days into vacation at the rate of one (1) day of vacation for each four (4) days of sick leave. The terms of retirement shall be in accordance with the provisions of the Public Employees Retirement System (PERS) for Public Works Department employees.
- 12.4 In the event of an accident that qualifies for payment under State Worker's Compensation Industrial Insurance, accrued sick leave may be used at the employee's option to pay the difference between the Worker's Compensation payment and the employee's regular pay until accrued sick leave has been exhausted or the employee returns to work, whichever occurs first.

- 12.5 Sick Leave shall not be charged against an employee on a regularly scheduled day off.
- 12.6 Notification and Verification – Sick leave notification must be made to the Employer or designee as soon as practicable. The Employer may require that the employee, after three (3) days of concurrent illness, furnish a physician’s proof of illness. The Employer’s requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
- 12.6.1 Employees requesting to use sick leave for qualified protected leaves such as Family Medical Leave Act (FMLA) absences or disability leave will provide Human Resources advance written notice whenever possible. If the situation involves the use of Family Medical Leave, the Employer will provide the appropriate forms to the employee and will require that the employee’s health care provider complete them in order to verify Family Medical Leave eligibility. The health care provider should provide the reason for the leave, the start date and the estimated end date of the leave. If it is not possible for the employee to provide advance notice of the need for leave the employee must notify Human Resources as soon as practicable.
- 12.7 Bereavement Leave – In the event of a death in the employee’s “immediate family”, the employee may be granted leave of absence not to exceed three (3) working days with pay. Up to an additional two (2) days with pay shall be granted when out-of-state travel or the distance is greater than one hundred eighty (180) miles (one way) is required. The term “immediate family” shall be defined as spouse and children of the employee and/or grandmother, grandfather, grandparent-in law, mother, father, step parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, step children, daughter-in-law, son-in-law and grandchildren or any person residing with or legally dependent upon the employee. The maximum bereavement leave allowed shall be forty (40) hours. Any hours beyond the forty (40) hours the employee may use vacation leave or compensatory time.
- 12.7.1 An employee may be excused by the Employer to attend funeral services of a deceased City employee without loss of pay.
- 12.8 The Employer will comply with all applicable state and federal laws regarding the use of leave for illness or disability.
- 12.9 The City will comply with all State and Federal Laws and Regulations regarding the collection of sensitive medical information. The City reserves the right to collect medical information for FMLA, fit for duty and potential disability issues to the extent consistent with those laws and regulations.
- 12.10 Shared Leave - If an employee so desires, he/she shall be allowed to request to donate any unused sick leave or vacation to another employee within the City, consistent with Employer policy.

ARTICLE 13 HEALTH AND WELFARE INSURANCE BENEFITS

13.1 Medical Insurance – The Employer shall pay one hundred percent (100%) of the premium necessary for the purpose of Association of Washington Cities Regence HealthFirst 250 Plan for employees and ninety percent (90%) for their dependents, provided however part-time employees working twenty (20) or more hours per week shall receive employee only coverage at the Employer’s expense. Dependent coverage may be purchased as an option by the part-time employee.

The Employer will include an option of a High-Deductible Health Plan as provided by the Association of Washington Cities (AWC), and pay the same one hundred percent (100%) employee premium and ninety percent (90%) of the dependents’ premium of the High-Deductible Health Plant. The Employer will partially fund a Health Savings Account (HSA) in an amount not to exceed 1) the cost of the base plan, which is the Regence HealthFirst 250 Plan; nor 2) the deductible of the High-Deductible Health Plan. Employees will have the option to add additional funds into their HSAs through payroll deduction, to the IRS maximum.

13.2 The Employer shall pay into the Washington Teamsters Welfare Trust for every employee covered by this Agreement, who has attained seniority and who was compensated for eighty (80) hours in the previous month, the following:

13.3 DENTAL: Effective January 1, 2020, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary per month for benefits for employees and dependents of full-time employees under “Plan A.”

13.4 VISION: Effective January 1, 2020, based on December hours, the Employer shall pay one hundred percent (100%) of the premium necessary per month for benefits for employees and dependents of full-time employees under “The EXT Plan.”

13.5 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Section, shall be posted on the bulletin board.

13.6 The Trust Agreement shall be known as Supplement “A” and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

13.7 Long Term Disability – The Employer will maintain the existing long term disability coverage provisions.

13.8 Life Insurance – The Employer will provide the existing life insurance coverage in the amount of two (2) times annual base salary, to a maximum of two hundred and fifty thousand dollars (\$250,000.00).

ARTICLE 14 UNIFORMS AND EQUIPMENT

14.1 The Employer shall provide each new employee the following listed items at hire.

- One (1) pair coveralls (winter)
- One (1) pair hip boots
- One (1) pair rubber boots
- One (1) set raingear
- One (1) Hard Hat
- One (1) Safety Vest
- Two (2) summer caps (Provided by City)
- Two (2) winter caps
- One (1) Winter Insulated Safety Jacket
- One (1) Summer Safety Jacket
- Two (2) Sweat Shirts, High-Visibility

The Employer shall replace worn out clothing as needed with the approval of the Public Works Operations Manager.

14.1.1 The Employer shall provide each new employee the following uniform items:

- Eleven (11) pairs of Work Pants (selected by employees)
- Eleven (11) Shirts (mix of long- and short-sleeved, selected by employee)

Effective upon ratification, employees shall no longer receive a uniform allowance of two hundred fifty dollars and no cents (\$250.00) annually for the purchase of work pants. However, employees who received such allowance in January 2020 do not have to repay the allowance to the Employer.

Effective upon ratification, employees shall no longer receive a monthly cleaning stipend to launder the City's shirts/sweatshirts of twenty dollars (\$20.00). The City agrees that employees do not have to repay monthly laundry stipends received in 2020 prior to ratification.

14.2 The Employer shall provide up to three hundred and twenty-five dollars and zero cents (\$325.00) annually towards the purchase of work boots for each Public Works employee via reimbursement or purchase order authority with specific vendors. Employees who already received two hundred and fifty dollars (\$250.00) for a boot allowance in 2020 will not receive additional reimbursement or purchase order authority in 2020.

Footwear – Employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). The footwear shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ANSI Z41.1-1991 or ASTM F2412-05 or ASTM F2413-05 or relevant updated code.

14.3 All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer.

ARTICLE 15 MISCELLANEOUS

- 15.1 The Employer shall furnish each employee of the bargaining unit a copy of the current Employer's personnel policies and procedures.
- 15.2 The Employer maintains an Employee Handbook which contains information, policies and procedures important to the employees covered by this Agreement. Employees covered by this Agreement shall comply with all provisions of the Lake Stevens Employee Handbook except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Employee Handbook and this Agreement, this Agreement shall govern. Any amendments to the Employee Handbook shall be shared in advance with the Union. Any changes in work rules or working conditions that impact mandatory subjects of bargaining/working conditions applicable to employees in this bargaining unit shall be negotiated between the Employer and the Union. The Union retains all rights to file Unfair Labor Practice charges against violations of the Public Employees Collective Bargaining Act.
- 15.3 For purposes of employee benefits a regular part-time employee is defined as an employee working a regular schedule of twenty (20) hours per week or more, but less than forty (40) hours per week.
- 15.4 Temporary Light Duty Assignment – The Employer may establish a temporary light duty assignment that is outside the normal duties of the employee while that employee has a temporary condition that precludes them from fulfilling their normal duties. The availability, duration and duties of this assignment shall be at the discretion of the Employer. The Employer may use a combination of salary and Worker's Compensation benefits to pay the employee.
- 15.5 Employees who operate commercial vehicles are subject to the City of Lake Stevens Drug and Alcohol Testing Procedures Manual and in accordance with State and Federal Laws.
- 15.6 Travel time during regular working hours shall be compensated at the employees' regular rate of pay. Travel time outside regular working hours on City business in a City vehicle shall be compensated at the appropriate rate of pay for both passengers and drivers. If a City vehicle is not available, the Employer shall compensate the driver who uses his or her personal vehicle for City business at the appropriate rate of pay, and for mileage at the IRS rate. An employee who regularly works in a fixed location in one city is given a special one day assignment in another city and returns the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site. Travel out-of-town and overnight shall be compensated according to City policy.
- 15.7 Joint Labor Management Committee – The Employer and the Union may establish a Labor/Management Committee (JLMC) which shall be comprised of an equal number of participants from both the Employer and the Union. The function of the Committee shall be to meet on the call of either party to discuss issues of mutual interest or concern for the purpose of alleviating potential grievances and/or establishing a harmonious working relationship between the employees, the Employer, and the Union. The parties will mutually agree on the date, time and location of the meeting(s) and may exchange agendas before the meeting.

15.8 It is understood that under emergency conditions the Public Works Operations Manager may perform bargaining unit work, as long as all bargaining-unit members are working or have been offered the opportunity to work (unless on leave or on vacation). Examples of emergencies include snow and ice events, windstorms or similar events. This provision shall not be used to supplant bargaining-unit members with non-bargaining-unit employees.

ARTICLE 16 PENSION AND RETIREMENT

16.1 Western Conference of Teamsters Pension Trust - On October 12, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2020, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours starting with compensable hours earned in December, 2019, and paid in the January, 2020 pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 16.1.2 on behalf of all employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. Pension contributions shall be remitted on casual employees performing bargaining unit work. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or summer work" upon the Employer owned property regardless of the method compensated of the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer work".

No person or third party beneficiary shall interpret this Agreement such that "field or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer work and confirms that such work is not bargaining unit work for the purpose of this section.

- 16.1.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 16.1.2 The Employer shall pay one dollar and ten cents (\$1.10) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar and ten cents (\$1.10) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 16.1.3 For probationary employees and temporary employees hired or utilized for the first time on or after January 1, 2020, the Employer shall pay by wage diversion an hourly contribution rate of ten cents (\$.10) during the probationary period as defined in Article 5.1 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis set forth in Article 16.1.2 of this agreement. After the expiration of the probationary period as defined in Article 5.1 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or first day of utilization as a temporary employee, the contribution shall be increased the full contractual rate stated in Article 16.1.2.
- 16.1.4 The pre-tax hourly diversions provided for in Section 16.1.2 may be increased by a majority vote of the affected classification. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 16.1.2.
- 16.2 Deferred Compensation - Employees shall continue to have the opportunity to participate in the State of Washington's Deferred Compensation Plan, or any alternative plan approved by the Employer; provided the Employer does not experience any additional costs or time in administering the plan.

ARTICLE 17 WARNING LETTER

- 17.1 The Employer shall not discharge nor suspend any employee without just cause. Disciplinary action shall be based on the seriousness of the situation and the relevant circumstances up to and including immediate termination. Discipline less than termination shall include, but is not limited to; a written warning notice (reprimand or documented verbal warning) or suspension without pay. Verbal counseling and performance appraisals shall not be considered disciplinary action.
- 17.1.1 A written warning notice shall set forth the complaint against the employee and shall be presented to the employee with a copy forwarded to the Union.
- 17.1.2 Within fifteen (15) scheduled working days after the Employer's discovery of an occurrence that may be grounds for discipline, the Employer shall notify the employee in writing, with a copy to the Union, of its intent to investigate the matter. Thereafter, disciplinary action (i.e. reprimands, suspension, demotion or discharge), to be considered valid, must be issued within thirty (30) calendar days after an investigation of the facts is completed. A single thirty (30) day extension of the thirty (30) day deadline will occur following written notice from either the Employer or the Union (certified return receipt).

- 17.1.3 Disciplinary action of less severity than a final written warning (e.g. documented verbal and written warnings) shall remain active for a period of two (2) years from the date of being issued. Final written warnings and suspensions shall remain active for three (3) years from the date of being issued. All disciplinary actions are appealable through the grievance procedure. Employees may request to have inactive disciplinary warnings and suspensions removed from their personnel files. Employees have the right to review their personnel files and to submit written responses to any information contained therein.

ARTICLE 18 GRIEVANCE PROCEDURE

- 18.1 A “Grievance” shall be defined as an issue raised relating to the interpretation, application or alleged violation of any terms provisions or conditions of this Agreement. If any such grievance arises it shall be submitted to the grievance procedure outlined herein. All grievance time frames shall be held in abeyance when the parties have mutually agreed in writing.
- 18.2 Step 1 – The Union and/or employee shall promptly attempt to resolve the grievance informally with the Public Works Operations Manager. If the matter cannot be informally resolved, the employee and/or Union may present a grievance in writing to the Public Works Operations Manager within fifteen (15) working days of the alleged violation, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought. The Public Works Operations Manager shall have fifteen (15) working days to respond in writing following receipt of the written grievance.
- 18.3 Step 2 – If the grievance is not resolved at Step 1, the Union and/or the employee may present the grievance in writing, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought within fifteen (15) working days of the conclusion of Step 1 to the employee’s Department Head. This time frame shall be extended in the event the employee or Department Head is on scheduled leave. The employee’s Department Head shall attempt to resolve the grievance within fifteen (15) working days after it is formally submitted.
- 18.4 Step 3 – If the grievance is not resolved at Step 2, the Union and/or the employee may present the grievance, in writing, stating the Article(s) allegedly violated, the facts of the matter and the remedy sought within fifteen (15) working days of the conclusion of Step 2 to the Mayor or his/her designee. The Mayor shall attempt to resolve the grievance within fifteen (15) working days after it has been formally submitted.
- 18.5 Step 4 - In the event of the failure of the Union and the Employer to reach a satisfactory adjustment to the grievance as set forth in Sections 18.2, 18.3 and 18.4, either party may refer the matter within fifteen (15) working days to a third (3rd) neutral party, who shall serve as an impartial arbitrator. In the event the Union and Employer cannot mutually agree upon the third neutral party, they shall request from the Federal Mediation and Conciliation Service (FMCS) a list of nine (9) arbitrators (The Metropolitan List) from which the parties shall alternately strike names until only one (1) remains, who shall be the arbitrator. The right to strike first shall be determined by the flip of a coin. The arbitrator shall have no authority in any manner to amend, alter, modify or change any provisions of this agreement.
- 18.6 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

18.7 The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not add to, subtract from, or alter, change, or modify the terms of this Agreement. In the event that the arbitrator's decision violates this provision, it shall be appealable to Snohomish County Superior Court.

18.8 The expense of the arbitrator shall be borne by the non-prevailing party of the grievance. The cost of any hearing room and the cost of a shorthand reporter shall be borne equally by the Employer and the Union. Each party hereto shall pay the expenses of their own representatives. In the event the arbitrator is unable to determine who the prevailing party is, the aforementioned expenses shall be borne equally by the Employer and the Union.

ARTICLE 19 SAVINGS CLAUSE

19.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part to this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provision shall be declared invalid or inoperative by a Court of final jurisdiction.

19.2 Should any provision of this Agreement and/or any attachments hereto 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 and/or any attachments hereto shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provisions and/or any attachment hereto.

19.3 The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement. The Union and the Employer each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiations. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms subject only to a desire by both parties to mutually agree to amend or supplement at any time period.

ARTICLE 20 DURATION

- 20.1 This Agreement shall be effective January 01, 2020 and shall remain in full force and effect through December 31, 2022 unless otherwise provided for herein and shall remain in effect during the course of negotiations on a new Agreement.
- 20.2 Within nine (9) months prior to the termination date of this Agreement, the Union and/or the Employer shall have the right to open this Agreement for the purpose of renegotiating changes in the Agreement.

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 Brett Gailey 4/15/20
Brett Gailey, Mayor

Date 4/23/20

Date 4/15/20

APPENDIX "A"
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, 2020 through December 31, 2022

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, 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 01, 2020, the classifications of work and monthly rates of pay for employees covered by this Agreement shall be as follows which reflects a three percent (3%) adjustment to the January 1, 2019 salaries:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Public Works							
Crew Leader	\$5,503.29	\$5,703.11	\$5,908.08	\$6,121.29	\$6,341.71	\$6,570.37	\$6,798.00
Crew Worker II	\$4,709.16	\$4,873.96	\$5,047.00	\$5,224.16	\$5,405.44	\$5,593.93	\$5,792.72
Crew Worker I	\$3,811.00	\$3,960.35	\$4,116.91	\$4,275.53	\$4,443.42	\$4,615.43	\$4,786.41
Equipment Mechanic	\$4,951.21	\$5,145.88	\$5,341.58	\$5,536.25	\$5,730.92	\$5,926.62	\$6,121.29
Public Works Inspector	\$5,437.37	\$5,640.28	\$5,851.43	\$6,071.85	\$6,299.48	\$6,535.35	\$6,780.49
Seasonal/Temporary Worker	\$15.76	\$16.08	\$16.40	\$16.73	\$17.06	\$17.40	\$17.75

A.1.1 Effective January 01, 2021, the classifications of work and monthly rates of pay for employees covered by this Agreement in Article A.1 shall be increased over the rates in effect January 01, 2020 by ninety percent (90%) of the annual percentage increase set forth in the Seattle-Tacoma-Bellevue Area Consumer Price Index "Urban Wage Earners and Clerical Workers" (CPI-W), for the period from June 2019 to June 2020, as is published by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the CPI-W shall be a minimum of one percent (1%) and a maximum of three percent (3%).

A.1.2 Effective January 01, 2022, the classifications of work and monthly rates of pay for employees covered by this Agreement in Article A.1 shall be increased over the rates in effect January 01, 2021 by ninety percent (90%) of the annual percentage increase set forth in the Seattle-Tacoma-Bellevue Area Consumer Price Index "Urban Wage Earners and Clerical Workers" (CPI-W), for the period from June 2020 to June 2021, as is published by the Bureau of Labor Statistics, United States Department of Labor. Such increase from the CPI-W shall be a minimum of one percent (1%) and a maximum of three percent (3%).

A.1.3 The Employer and the Union agree to collaborate on a study of compensation for the positions covered by this Agreement. The parties will start by negotiating in a good-faith attempt to agree on comparable positions and cities to be used in the study and the

methodology of the study. This work will be completed by January 01, 2021. The data gathered for the purposes of this compensation study will be reviewed and be considered during negotiations for a successor Agreement.

- A.1.4 The rates of pay set forth within Section A.1, A.1.1 and A.1.2 are for full-time employees. A part-time employee shall receive a pro-rata wage based on the number of hours worked in relationship to a full-time employee.
- A.1.5 STEP(S) A through G are all twelve (12) months in duration. An employee shall advance from one STEP to the next STEP upon completion of the required months of service.
- A.2 The Employer may assign a new employee at any monthly pay range set forth within Section A.1, A.1.1 and A.1.2 at the sole discretion of the Employer.
- A.3 Public Works Department employees shall receive longevity pay in accordance with the following schedule:

PERIOD OF SERVICE TOTAL LONGEVITY PAY (NOT CUMULATIVE)

After 5 years	1% above the pay they would otherwise receive in A.1, A.1.1 and A.1.2
After 10 years	2.5% above the pay they would otherwise receive in A.1, A.1.1 and A.1.2
After 15 years	4% above the pay they would otherwise receive in A.1, A.1.1 and A.1.2
After 20 years	4.75% above the pay they would otherwise receive in A.1, A.1.1 and A.1.2

- A.4 Out of Classification Pay – When an employee is assigned by the Employer to a position that is at a pay level above their normal job classification, they shall receive the hourly wage minimum equivalent of five percent (5%) more than their current pay. Employees must have worked a minimum of one (1) shift out of classification to receive this pay.
- A.5 The Employer agrees to pay for one (1) medical examination per year for employees who are required to undergo such examinations in order to maintain their CDLs.

A.6

The Employer agrees to provide CDL training to at least one (1) Crew Worker I in 2020, and to one (1) Crew Worker I in 2021. The course fees and time spent in class shall be paid by the City (repayment of class expenses is subject to the agreement in the Memorandum of Understanding on this subject, attached to this Agreement). The selection of Crew Worker Is for the training shall be a process of application and interview. Seniority shall be used as a tie-breaker, in cases where the Employer considers applicants equally qualified. If the Crew Worker I obtains a CDL after the first course/test, the employee shall be promoted to Crew Worker II. If the employee fails to complete the course or fails to obtain the CDL after the first test, the employee can take the test again at his or her own expense one (1) more time within six (6) months and be promoted if the employee obtains the CDL. The Employer is under no obligation to provide this training beyond 2021, and is under no obligation to backfill Crew Worker I positions made vacant by promotions under this Article.

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

By


Scott A. Sullivan, Secretary-Treasurer

Date

4/23/20

CITY OF LAKE STEVENS, WASHINGTON

By

 4/15/20
Brett Gailey, Mayor

Date

4/15/20

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, 2020 through December 31, 2022

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF LAKE STEVENS, 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.

Pursuant to Appendix A, Article A.6 of the Agreement by and between the Employer and the Union, employees who participate in Commercial Driver's License (CDL) training at Employer expense shall be required to sign and abide by the terms of the agreement below:

Commercial Driver's License Expense Agreement

You are scheduled to attend Commercial Driver's License (CDL) training. In accordance with the Memorandum of Understanding, you must complete this Expense Agreement and submit it to the Public Works Operations Manager. If you have any questions regarding this agreement, please contact Human Resources.

The City agrees to advance expenses for you to attend CDL training:

Course: _____

Dates of Attendance: _____

Total Expense Amount: \$ _____ (includes registration, tuition, fees, required books and other materials to a maximum of \$ _____).

In consideration of payment of these expenses, you agree to the following:

- If you voluntarily terminate employment with the City of Lake Stevens prior to completing the course, you will refund the entire amount of the course expenses provided to you.
- If you voluntarily terminate employment with the City of Lake Stevens after completion of the course and prior to completing six (6) consecutive months of active employment, you will refund the entire amount of the course expenses provided to you.
- If you voluntarily terminate employment with the City of Lake Stevens after completion of the course and after completing six (6) months of active employment, but prior to completing twenty-four (24) consecutive months of active employment, you will refund a pro-rated share of the total expenses provided to you. The pro-rated amount will be based on the total amount of expenses provided, divided by the percentage of time left in months from twenty-four (24) months that you did not continue employment with the City of Lake Stevens.

For example: if \$6,000 was paid for the training and the employee voluntarily left employment at:

- 6 months—\$6,000.00 repayment
- 15 months—\$3,000.00 repayment.
- 24 months—\$0 repayment.

This CDL Expense Agreement creates no contract of employment between you and the City of Lake Stevens. You may terminate your employment with the City of Lake Stevens at any time, with or without cause.

Employee Name: _____

Employee Signature: _____

Date: _____

Public Works Operations Manager Name: _____

Public Works Operations Manager Signature: _____

Date: _____

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 Brett Gailey 4/15/20
Brett Gailey, Mayor

Date: 4/23/20

Date: 4/15/20