CONTRACT NO. 2016-066

AGREEMENT

By and Between

Community Service Officers

And

Teamsters Local Union No. 117

Affiliated with the
International Brotherhood of Teamsters

Term of Agreement
January 1, 2016 – December 31, 2018

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City of Lakewood Community Service Officers

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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.

AGREEMENT

ARTICLE 1 – GENERAL

1.01 This Agreement is made and entered into by and between the City of Lakewood, hereinafter referred to as the "Employer" or the "City" and Teamsters Local Union No. 117, hereinafter referred to as the "Union." The Contract applies to the separate bargaining unit within the Lakewood Police Department comprised of the Employer's Community Service Officers (also referred to herein as CSO's). All references in this Contract to "bargaining unit" and/or "employee" and/or "Union" pertain solely to the separate CSO bargaining unit described above and the employees within said bargaining unit and not to any other bargaining unit or employees represented by the Union or any other collective bargaining representative.

1.02 **Management Rights.** Subject to the provisions of the Agreement, management rights and responsibilities shall include, but are not limited to, the following examples:

A. The City and the Department shall retain all rights and authority to which by law they are entitled.

B. The City has the right to plan, direct, control and determine all the operations and services of the City, the mission and strategic plans, location of operations, offices, work sites, including permanently or temporarily in whole or in part, the budget and size of the workforce, supervise and direct the workforce, establish the qualifications for employment, recruit, hire, fill vacancies, and assign employees.

C. The City has the right to modify the workweek, daily work shift, hours of work and/or days off and to determine the need for and schedule of overtime work.

D. The City has the right to establish reasonable work and performance standards, which include but are not limited to the priority, quality and quantity of work; determine, and assign work and work assignments to be performed and to evaluate employees' competency and performance of their work assignments.

E. The City has the right to reassign, evaluate, retain, promote, or transfer employees and determine training needs, methods of training and employees to be trained.

F. The City has the right to determine operations, in whole or in part including the introduction of any and all methods or equipment; including making facility changes.

G. The City and the Department have the right to establish, modify and enforce reasonable rules and regulations and operational procedures and guidelines, except that where modification of such rules is otherwise subject to bargaining the City shall provide the Union with the opportunity to bargain.

H. The City has the right to discipline, suspend, demote, discharge or take other disciplinary action against non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, but must be scheduled within six months of the date the discipline has been imposed.

I. The City has the right to affect a layoff or a reduction in authorized positions because of lack of work, budgetary restraints, organizational changes, or for other legitimate reasons, and recall employees when appropriate. The determination of who shall be laid off shall be consistent with the layoff provisions of this Agreement.

J. The City has the right to change or eliminate existing methods, equipment or facilities, provided such change does not substantially negatively impact employee safety.

K. The City shall have the right to take any and all actions necessary in the event of a City declared emergency. Such right shall only extend for the duration of the emergency.

ARTICLE 2 – NONDISCRIMINATION

2.01 Neither the Employer, the Union, nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race; color; religion; creed, sex; sexual orientation, marital status; national origin; age; or the presence of any sensory, mental or physical disabilities or the use of trained dog guide or service animal by a disabled person. **Neither the Employer nor the Union shall discriminate against any employee in violation of local, state, or federal law.**

2.02 No employee shall be discharged or discriminated against for upholding lawful Union activities, fulfilling duties as an officer in the Union or serving on a Union committee or as a member of the Union.

2.03 The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the female gender as well.

ARTICLE 3 – RECOGNITION AND UNION SECURITY

3.01 Only members in good standing in the Union shall be retained in employment. For the purpose of this Article, members in good standing shall be defined to mean employee members of the Union who tender the periodic dues, fees, assessments and initiation fees uniformly required as a condition of acquiring or retaining membership.

3.02 All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment, provided that the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which a public employee is a member is safeguarded as per RCW 41.56.122.

3.03 The Employer shall notify the Union of any new hires within thirty (30) days of employment.

3.04 The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

ARTICLE 4 – RELEASE TIME FOR UNION BUSINESS REPRESENTATIVE

4.01 Upon no less than sixty (60) days advance written notice, the Union may request that a bargaining unit employee be granted a leave of absence for up to ninety (90) calendar days for purposes of attending to Union business. Upon receipt of such written request, the Employer will confer with Union representatives regarding such request. The Employer may decline such requested leave of absence if, in the Employer's judgment, such leave of absence would adversely impact its operations. The decision by the Employer to deny a requested leave of absence for purposes of attending to Union business shall not be made for arbitrary and/or capricious reasons.

4.02 The employee released for leave of absence under this Article shall not be allowed to conduct union business at the City of Lakewood facilities.

ARTICLE 5 – PAYROLL DEDUCTION

5.01 **Union Dues and Fees**. Upon the written authorization by an employee and approved by the Union, the Employer agrees to deduct from the wages of each employee the sum certified as initiation fees, assessments, and union dues and deliver the sum to the Union's Secretary-Treasurer each month, together with a list of those employees involved. If an employee is not to receive a wage or the wage is not a sum sufficient to satisfy the assignment, no collection shall be made from the employee for said month. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

5.02 **Indemnification and Hold Harmless**. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

5.03 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or one (1) year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

ARTICLE 6 – DISCIPLINE, DISCHARGE, JUST CAUSE

6.01 It is understood and agreed that the Employer shall not discharge any employee except for just cause and that no employee shall be discharged or discriminated against in any way because of his/her membership in or for participating in lawful activities on behalf of the Union.

6.02 Written disciplinary actions shall be delivered to the employee who may elect to forward the written disciplinary action to the Union. For the suspension or discharge of any member, the employer shall give written reasons to the employee with a copy of the notice forwarded to the Union.

ARTICLE 7 – SENIORITY LIST

Twice (2x) annually, the Employer shall prepare and distribute to the Union a seniority list for their bargaining unit. The first list will show the current seniority ranking of employees as of January 31st and will be distributed no later than February 15th. The second list will show the current seniority ranking of employees as of July 1st, and will be distributed no later than July 15th.

ARTICLE 8 – BULLETIN BOARDS

The Employer shall provide suitable space at each work location where Union members are primarily located, for the Union to use as a bulletin board for the posting of notices related to Union business, so long as the matters posted are not inflammatory or political in nature. The Union will be responsible for removing dated materials and will bear all costs in preparing and posting the bulletin board(s). The Union will maintain the bulletin boards in a professional and orderly fashion.

ARTICLE 9 – PROBATIONARY PERIOD

All newly hired or promoted employees must serve a probationary period during which the employee may be terminated, with or without cause. The probationary period shall end one year from the date the employee was hired. Promoted employees shall have the option of returning to their previously held position within 45 calendar days. The probationary period is an extension of the hiring process; therefore, the provisions of the grievance procedure will not apply to employees if they are disciplined or discharged during their initial probationary period.

ARTICLE 10 – SENIORITY

10.01 "Seniority" is the amount of continuous service with the City and shall be based on the date of hire as a full-time or part-time employee with the Employer. Part-time employees shall accrue seniority at the following rate: Two thousand eighty (2080) hours compensated will equal one year of seniority. Seniority under this agreement shall date back to the date of hire, but shall not be established until completion of the "probationary period." An employee shall lose seniority under this Agreement for the following reasons:

A. Retirement,

B. Voluntary termination,

C. Discharge for just cause,

D. Layoff of 15 months or more,

E. Abandonment of Position – An employee absent from work for three (3) or more days who fails to notify his/her supervisor of the need for time off will be considered to have resigned his/her employment with the City.

F. Failure to return to work after offer of recall is made:
If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or if the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

G. Failure to return to work promptly after an authorized leave of absence.

H. Absence from work because of a non-occupational illness or injury of six (6) months or more after all available leave banks have been exhausted;

I. Absence from work because of an occupational illness or injury of six (6) months or more after all available leave banks have been exhausted.

J. **Time Limit Extension.** The Time limits specified in H and I above, may be extended by mutual agreement between the Employer and the Union.

10.02 City employees whose positions are funded by state or federal funds shall have seniority established in accordance with this Article unless otherwise specified by the provisions of a specific program.

10.03 **Layoffs.** In the event the Employer determines it is necessary to reduce the work force in classifications within the bargaining unit, temporary employees will be laid off first; probationary employees will be laid off second; regular part-time employees will be laid off third and regular full-time employees will be laid off last, based upon seniority as established in Section 10.01 of this agreement.

Such laid off employees will be placed in order of seniority on the reinstatement register. Once the number and classifications of positions to be laid off is determined, the employees with the least seniority shall be displaced.

For layoff purposes, seniority shall first be based on the amount of continuous service within all operations of City government. If seniority is equal, seniority shall be based on civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority. No regular full-time employees shall be laid off or demoted while there are part-time, temporary, project, or probationary employees serving in the same classification in the same bargaining unit. Employees being laid off shall be given a minimum of thirty (30) days notice of layoff. Employees being laid off shall keep the Employer's Human Resources Department informed of their current address and telephone number.

10.04 **Seniority List.** In the event of a potential layoff within the bargaining unit, the Human Resources Department shall publish a seniority list for layoff purposes as addressed in Article 10.03.

10.05 **Recall within Bargaining Unit.** When the Employer recalls employees in the bargaining unit after there has been a layoff in that bargaining unit, it shall first recall those employees who were laid off from the bargaining unit in reverse order of their layoff, if they are available for work. Such recalled employees shall be recalled to vacant positions from the reinstatement register. Such recalled employees who have not remained in paid employment status shall return with City seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.

10.06 **Decision to Layoff.** In the event that layoffs within this bargaining unit are deemed by the City to be necessary, the City agrees to bargain the effects of those layoffs with the Union.

The Employer agrees to meet with the Union to discuss the reasons and time-lines for the layoff(s) and to review any suggestions concerning possible alternatives to layoff. On-going discussions shall not preclude the City from moving forward with notifications to employees as identified in this article.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 The basic work day shall be a regularly scheduled primary work day consisting of eight (8) consecutive hours. After submitting the proper paperwork, an alternative work schedule may be approved by the Police Chief and City Manager or their designees provided the alternative schedule does not unduly affect the performance of the position's assigned duties. A regularly scheduled alternative work day consisting of ten (10) consecutive hours, or a 9/80 schedule consisting of 80 hours in a two week period are scheduled over nine working days. The basic work week shall generally be either five (5) consecutive primary work days or four (4) consecutive alternative work days, Monday through Friday; in no event shall a basic work week consist of more than forty (40) hours per week subject to Section 11.02 below. The Employer agrees to provide employees with at least fourteen (14) days written notice of a schedule change.

11.02 A. Overtime shall be paid for authorized hours worked in excess of eight (8) hours per day or ten (10) hours per day (for those members working a 4/10 schedule); and any hours worked in excess of the regularly scheduled work day (for those working the 9/80 schedule), or forty (40) hours per week; Overtime hours worked shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, or compensatory time,. At the employee's request, compensatory time shall be earned at time and one-half (1-1/2) the hours for each overtime hour worked with no maximum limit on the number of hours accrued. Overtime is any work performed which is in excess of the established work day or work week.

B. Prior to the end of December, the City will cash out any accumulated compensatory time in excess of sixty (60) hours.

C. **Overtime Wheel.** An overtime wheel will be established to provide equal access to scheduled overtime opportunities by full-time regular Community Service Officers (CSO). Scheduled overtime is overtime scheduled in advance which is not part of a normal work day. Employees will be placed on the overtime wheel based on their bargaining unit seniority, in descending order. The person at the top of the overtime wheel will be offered the scheduled overtime opportunity first. The City will make a reasonable, good faith effort to contact the employee at the top of the wheel for overtime opportunities that arise. That person moves to the bottom of the list, whether he or she accepts the overtime or not. The only exception to this process will be those situations such as a community debriefing on a

serious crime or meetings that are assignment specific which will be offered to the assignment CSO first.

Employees on vacation or sick leave when their turn comes up for scheduled overtime will be offered the next opportunity after their return from vacation or sick leave. In addition, these employees will not lose their place on the wheel because they were on leave.

11.03 **Overtime for Mandatory Appearances outside an employee's regularly scheduled work hours.** A minimum of three (3) hours of overtime pay shall be paid for the following (except where appearance is an extension of his/her regularly scheduled shift and for which normal overtime procedures would apply):

A. Any appearance in court arising out of the employee's on-duty employment;

B. When an employee must appear for any mandatory meeting scheduled by the Employer.

C. Any written or oral department directive or memo issued by a superior officer which requires the employee to attend any other function while off duty.

Pay at the employee's overtime rate shall continue for all hours after the first three (3) hours.

11.04 **Assignment of Talks – Public Appearances.** Any department member assigned a public speaking engagement or directed to appear before a public gathering as a representative of the department shall receive a minimum of three (3) hours overtime if the speech or appearance is performed on other than normal shift or an agreed upon adjusted schedule. In the event the public appearance required more than three (3) hours, the employee shall receive compensation for all time in excess of three (3) hours at the overtime rate, which would otherwise apply.

11.05 **Call-Back.** When an employee is specifically called back outside of his/her regular shift schedule for duty, he/she shall be paid a minimum of three (3) hours at the overtime rate of time and one-half (1-1/2). If the call-back exceeds three (3) hours, the employee shall be compensated at the overtime rate of time and one-half (1-1/2) for all hours actually worked. An employee called back to work shall be paid consistent with the Portal to Portal Act. If an employee is required to return to work to complete duties which were incomplete through the fault of the employee no call back pay shall be paid. In such cases the employee shall be paid at the overtime rate for actual hours worked. No employee shall be compelled to return to work if a duty can be reasonably accomplished the next regularly scheduled shift.

ARTICLE 12A – WAGES

12.01 All employees employed in the bargaining unit on the execution date of this Agreement shall be paid in accordance with the salary schedule attached hereto and marked "Appendix A".

12.02 **Specialty Team Pay.** Employees on a Specialty Team shall receive specialty pay of three percent (3%) above his/her regular rate of pay.

12.03 **Merit based increases** shall remain in effect for the duration of this Agreement. The Union's agreement to the merit based system was a compromise between the respective positions of the parties and is not intended to establish a binding practice for the future.

The application of merit increase could result in a one percent (1%) increase, depending on the results of the annual performance evaluation. The merit increase amount shall be determined by the use of the current City of Lakewood performance evaluation form. In the event that the City deems changes to be necessary to the City of Lakewood performance evaluation form, the City agrees to bargain the impact with the Union.

12.04 **Foreign Language Pay.** Employees shall receive a bilingual pay allowance of three percent (3%) added to his/her base pay when language skills have been confirmed by testing, an agreed upon language specialist, or such other method as the City shall reasonably determine. Bilingual pay shall apply to employees having conversational proficiency in Cambodian, Laotian, Vietnamese, Spanish, Korean, Russian, and American Sign Language. Such pay increase will be effective as of the next pay period following confirmation of test results.

12.05 **Mileage.** An employee who is authorized to use his/her private vehicle for City business or in the performance of his/her official duties shall receive reimbursement at the maximum rate then permitted by the IRS for actual miles of necessary travel; providing, that if the employee travels from his/her usual place of residence directly to or from a work site other than his/her regular work location, he/she will be reimbursed only for mileage in excess of the distance between the employee's usual place of residence and his/her regular work location.

ARTICLE 12B – RETIREMENT BENEFITS/DEFERRED COMPENSATION/TEAMSTERS PENSION

Deferred Compensation: The City shall match the employee's contribution by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed three (3) percent of the employee's base monthly wage.

The City of Lakewood agrees to re-open negotiations during the term of this Agreement upon request of the Union, solely for the purpose of negotiating a supplemental only pension for represented employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust (WCTPT). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the WCTPT, and that if a majority of members covered by this Agreement vote in favor of participation, all members must participate. The parties further agree that participation shall not result in an increase in pay for any employees covered by this Agreement and that participation would be accomplished by a diversion of wages to the WCTPT.

ARTICLE 13 – PAID TIME OFF (PTO)

13.01 **Paid Time Off.** PTO is a benefit granted to employees to continue normal compensation during approved absences. All full-time regular employees shall accrue PTO at the following annualized accrual rates:

1st year	184 hours of leave per year
After the 1st year through 2 years	192 hours of leave per year
After the 2nd through 4 years	200 hours of leave per year
After the 4th through 9 years	216 hours of leave per year
After the 9th through 14 years	248 hours of leave per year
After the 14th through 20 years	280 hours of leave per year
After the 20th year through 29 years	296 hours of leave per year
After 29th year	304 hours of leave per year

A. Any regular part-time employees shall accrue PTO leave pro-rated to match the FTE percentage and adjusted by actual hours worked.

B. An employee must use accrued leave prior to taking any unpaid leave.

C. An employee may elect to retain up to forty (40) hours of PTO (pro-rated by their FTE) for use upon return to work.

13.02 **Paid Time Off Accrual.** Any unused PTO shall be accumulated for succeeding years; however, as of the end of the calendar year, the maximum accrual amount shall not exceed one thousand one hundred (1,100) hours of leave that the employee accrues.

13.03 **Use of Paid Time Off for Employees on Orientation Period.** Employees shall not be eligible to use PTO in the first sixty (60) calendar days of their orientation period for any purpose other than a medical condition for which there is certification from a medical doctor or equivalent medical professional.

13.04 **When Leave is Exhausted.** If the employee exhausts all accrued paid leave, the employee may request shared PTO and/or leave of absence without pay.

13.05 **Shared Time Off.** If an employee depletes their PTO accruals due to medical reasons, the employee may request shared PTO from other employees. Such requests shall be in writing and will be coordinated by the Employer.

Employees may donate PTO to a fellow employee in one (1) hour increments. However, at no time shall an employee be permitted to donate PTO if such donation would cause the employee's PTO bank to fall below forty (40) hours. The forty (40) hour limit is net of pending PTO already scheduled for the employee.

Employees wishing to donate PTO must do so in writing, complying with such reasonable deadlines as necessary to ensure timely payroll processing.

Any unused PTO donated to an employee shall remain in the recipient's accrual bank. Unused donated leave will not be returned to the donor.

13.06 **Payment of Paid Time Off Upon Separation.** Upon separation, an employee (or deceased employee's beneficiary) shall receive payment equal to fifty-seven and one-half percent (57.5%) of such employee's then accrued and unused PTO bank in accordance with FLSA.

13.07 **Absence Due to Illness or Injury.** An employee who is absent, or anticipates being absent, due to illness or injury of the employee or an immediate family member (the definition of family member shall be liberally construed as any individual who plays a significant role in the individual's life. This may include persons not legally related to the individual), shall promptly report to his/her department head or designee as soon as practicable indicating the reasons for and the probable duration of the illness or injury. Employees must ordinarily provide thirty (30) days advance notice when the leave is foreseeable. The employee shall keep his/her department head or designee informed of the duration of the employee's absence.

13.08 Holidays: The following days are recognized as holidays:

New Year's Day	First (1st) day of January
Martin Luther King Jr. Day	Third (3rd) Monday in January
Presidents' Day	Third (3rd) Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First (1st) Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth (4th) Thursday in November
Day after Thanksgiving	Friday following the fourth (4th) Thursday in November
Christmas Day	December 25th
Floating Holiday	One (1) at Employee's Choice

13.09 When a recognized holiday falls on a Sunday, the following Monday shall be the recognized holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be the recognized holiday. Each full time employee (including employees on a 4/10 or other non-standard work schedule) shall be entitled to eight (8) hours holiday pay on the above referenced holidays.

13.10 Floating holidays are accrued annually upon an employee's anniversary date and may not be accumulated. Any floating holiday not utilized prior to an employee's next anniversary date will be forfeited.

ARTICLE 14 – ON THE JOB INJURIES

14.01 City employees who sustain an occupational injury or illness while acting in their course of employment and qualify for time loss through Labor & Industries (L&I) shall continue to receive their regular salary for a period not to exceed payment of one hundred sixty (160) work hours.

14.02 If the absence exceeds one hundred sixty (160) hours, the employee shall receive any applicable worker's compensation time-loss benefits directly from L&I. The employee may offset any reduction in regular pay, up to a maximum of one hundred percent (100%), with use of the employee's eligible accrued leave, in line with Department of Labor and Industries rules.

14.03 Effective January 1, 2014, employees shall pay their portion of any industrial insurance premiums as identified by L&I.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 Upon notification to the employee's supervisor, up to three (3) working days without deduction from accumulated paid leave may be taken in the event of the death of the employee's immediate family, domestic partner, **guardian, guardian ad litem and/or an attorney in fact for health care,** or household member. Upon returning to work, the employee may be required to provide the Employer with the following information about the deceased: his/her full name, location of death (city, state), location of funeral (city, state), and the relationship to the employee.

15.02 Employees qualifying for bereavement leave may receive additional bereavement leave in the event of unusual circumstances or if extensive travel is required to attend a funeral. The number of days an employee may be granted will be based on the individual circumstances surrounding the request and will be approved at the discretion of the Chief or his/her designee.

ARTICLE 16 – JURY DUTY

16.01 An employee required by law to serve on jury duty shall continue to be compensated at his/her regular rate of pay for each separate occasion the employee is required to serve. The City reserves the right to request that an employee who is called for jury duty be excused if his/her absence would create a hardship on the operational effectiveness of the Department.

A. When an employee is notified to serve on jury duty, he/she shall inform his/her immediate supervisor as soon as possible regarding the dates of absence from regular duties.

B. The employee may be required to report for work for any portion of his/her regularly scheduled shift during which he/she is not actually serving on a jury or waiting to be impaneled. Employees who have time remaining on their shift at the time of release or dismissal from jury duty shall immediately contact his/her supervisor to determine whether they should report for duty.

C. The employee is not required to report back to his/her regular scheduled shift at the conclusion of jury duty as long as the employee was at jury duty for eight (8) hours or more. The employee will be compensated at his/her regular rate of pay for the full shift.

D. Jury duty pay, exclusive of mileage or parking, shall be forwarded to the Finance Department.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01 **Grievance Procedure.** Any grievance that may arise between the parties concerning the application or interpretation of this Agreement shall be settled in the manner prescribed by this grievance procedure.

A "grievance" is defined as a claim or dispute by an employee, group of employees, the City or the Union concerning the interpretation or application of the provisions of this Agreement. Should a claim or dispute arise, an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. As applicable to this article of the CBA, a working day shall be defined as Monday through Friday excluding holidays.

Step 1: A grievance may be presented to the Police Chief (or designee), with a copy to the Human Resources Director, by the Union within ten (10) working days of the date when the Union knew or reasonably should have known of the alleged occurrence. The submission shall be in writing, setting forth the nature and facts of the grievance, the articles of this agreement allegedly violated, and the requested remedy. The Police Chief or designee shall attempt to settle the grievance within ten (10) working days after it has been presented, and shall respond in writing with a copy to the Human Resources Department.

Step 2: If the grievance is not settled by the Police Chief, it may be forwarded to the City Manager, with a copy to the Human Resources Director, within ten (10) working days of the Police Chief's response deadline.

The City Manager shall have fifteen (15) working days to review the grievance. The City Manager may elect to call a meeting with the Union to provide insight into the grievance, in which event the City Manager shall have fifteen (15) working days to respond in writing.

Step 3: If the grievance is not settled at Step 2, and involves a matter other than discipline, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within ten (10) working days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. The meeting shall be considered a "settlement discussion".

Step 4: If the grievance is not settled at Step 2 (for grievances involving discipline), or Step 3 for non-disciplinary grievances, the matter may be submitted upon mutual consent of signatory parties, in writing to mediation within ten (10) working days of the date of the City Manager's deadline or results of the settlement discussion. The Mediator will be selected by mutual consent from a list of potential mediators and any cost of the Mediator shared equally.

Step 5: If the grievance is not settled by following appropriate steps above, the matter may be submitted by either of the signatory parties, in writing, to arbitration within thirty (30) working days of the date of the last formal Step taken above. Only the Union, and not individual employees, may take a matter to arbitration. The Arbitrator will be selected by mutual consent, or if no agreement can be reached by alternately striking from a list of potential arbitrators from the Federal Mediation and Conciliation Service (FMCS). The cost of the Arbitrator will be shared equally, while all other costs and expenses including attorney fees will be paid by the party incurring the cost of expense. The Arbitrator may not award retroactivity prior to the date specified in the Step One grievance filing. Any decision of the Arbitrator shall be binding on the parties.

17.02 **Timelines.** All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the parties. Claims of untimeliness shall be presented by the claiming party in the next written submission of that party under this grievance procedure.

17.03 **Alternative Filing.** In those instances when the discipline involves suspension or discharge of the employee, Step 1 shall not apply, and any grievance must be filed at Step 2 of the Grievance Procedure within ten (10) working days of the suspension or termination. By mutual agreement, grievances may be initiated at any step in the grievance procedure.

17.04 **The provision of this Article** shall not be interpreted to require that the Union process any grievance through the grievance procedure.

17.05 **Civil Service Appeal Constitutes Election of Remedies.** Actions both subject to appeal through Civil Service appeal procedures or grievable under the terms of this Agreement must follow either the grievance procedure contained herein or procedures regarding such appeals to the Civil Service Commission, including applicable deadlines. Under no circumstances may an employee use both the Agreement grievance procedure and Civil Service Commission procedures relative to the same action. If an employee pursues an appeal to a civil service hearing, such action constitutes an election of remedies, and by doing so, he/she agrees to have waived the right to grieve the matter under this Agreement.

GRIEVANCE FORM
City of Lakewood

Date _____

Employee's Name_____ Job Classification _____

Employee's Work Location _____

Shift _____ Home Phone _____ Date of Hire _____

Cellular Phone (___)_____ Email _____

Instructions: Please answer the following questions *(PLEASE PRINT)*

TYPE OF GRIEVANCE:
☐ Discharge ☐Suspension ☐Seniority ☐ Other (Specify) _____

1. Date & time of violation _____

2. Section(s) of contract/policy violated _____

3. Exact location violation occurred _____

4. Name(s) of witnesses _____

5. Name(s) of supervisor(s) involved _____

6. What should be done to correct the grievance _____

_____

_____

Briefly describe what happened _____

_____

_____

Employee's Signature _____

Supervisor's Response _____

_____

_____

Supervisor's Signature _____ Date _____

ARTICLE 18 – INSURANCE COVERAGE

18.01 **Medical Insurance.** The City agrees to provide the option of medical insurance to all Teamster Local Union No. 117 City of Lakewood Community Service Officers and their dependents. The City shall pay premiums as identified on Appendix B. The medical insurance plans which are in effect at the time of this Agreement are a choice of HealthFirst 250, High Deductible Health Plan (HDHP) or Group Health Cooperative of Puget Sound $20 Co-pay Plan , as offered through the Association of Washington Cities Benefit Trust.

A. The City will pay one hundred percent (100%) of the applicable tiered rate premium for employee and dependent medical coverage for AWC High Deductible Health Plan (HDHP), including identified contributions to a Health Savings Account (HSA)

B. The employee shall pay any premiums in excess of the equivalent of the HDHP premiums and HSA contributions as stated above. If premiums are less expensive, the difference will be placed into a 457 Deferred Compensation Account.

C. In case of any plan design changes implemented by AWC effective in 2016, either party has the option to re-open the health care provisions of this Collective Bargaining Agreement. In the event that the HealthFirst 250 Plan is eliminated during the term of the Collective Bargaining Agreement, the parties agree to re-open the health care provisions of this Collective Bargaining Agreement in order to negotiate a suitable replacement plan.

18.02 **Dental Insurance.** The City agrees to provide dental insurance for employees and their dependents. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E offered through the Association of Washington Cities. The City shall pay one hundred percent (100%) of the premium for Washington Dental Service Plan E.

18.03 **Orthodontia Insurance.** The City agrees to pay one hundred percent (100%) of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan II, as offered through the Association of Washington Cities.

18.04 **Vision Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service Plan, as offered through the Association of Washington Cities.

18.05 **Life Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount of the employee's total annual salary rounded up to the next thousand dollars, to a maximum of $100,000. The life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-C.

18.06 **Survivor Income Life Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor income life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.

18.07 **Long Term Disability Insurance.** The City agrees to pay one hundred percent (100%) of the premium for a long-term disability policy with a ninety (90) day waiting period for each employee. The long-term disability insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-B.

18.08 **Option for Employees Covered by Outside Medical Insurance.** Eligible employees may opt out of medical insurance coverage, providing that proof of current medical insurance is provided and a waiver of coverage is initiated. Alternate medical coverage must be maintained. Proof of current medical coverage will be required at least annually; however, the City may require proof at any time. If the employee opts out of medical coverage, the employee shall receive $125.00 per pay period. Any additional benefits provided by the City shall be offered to employees covered by this agreement.

ARTICLE 19 – FAMILY & MEDICAL LEAVE ACT

The City shall adhere to all federal and state mandates in the provisions of the Family and Medical Leave Act and the Washington State Family Care Act.

ARTICLE 20 – UNIFORMED SERVICE EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT (USERRA)

In the event a military reservist is called to the active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Acts (USERRA) of 1994, including when legally required to make pension contributions up to a maximum of two thousand eighty (2080) hours per year, on behalf of an affected employee.

ARTICLE 21 – LABOR MANAGEMENT COMMITTEE

21.01 A Labor/Management Committee shall be established consisting of three (3) members of Labor, (the Union business representative or designee and two (2) bargaining unit employees appointed by the Union) and three (3) members of the City (the Department Director or designee, and two (2) non-represented personnel appointed by the Department Director).

21.02 The Committee shall be advisory in nature. The Committee shall be used to discuss and investigate issues of common concern, but shall not be used to discuss negotiable issues.

ARTICLE 22 – CLOTHING AND EQUIPMENT

Employees required to wear a uniform as their regular clothing will be provided two (2) short sleeve and two (2) long sleeve button-down shirts, two (2) pairs of utility pants or slacks, and one (1) jacket with liner, with the City of Lakewood patch, upon employment. A "coverall" will be provided upon request. Uniforms and all other equipment deemed necessary by the department will be furnished and/or replaced on an as needed basis as determined by the Employer's designee. **The City shall designate two (2) vehicles to be assigned to the CSRT unit. Such vehicles shall be primary to the CSRT unit and be available when needed.**

ARTICLE 23 – DEMOCRATIC, REPUBLICAN, INDEPENDENT VOTER EDUCATION (D.R.I.V.E.)

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington, D.C. 20001

The Employer will send on a monthly basis, one check for 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. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which is prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the Employer for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 24 – SEVERABILITY AND SAVINGS

24.01 If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

24.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 25 – PRESERVATION OF BARGAINING UNIT WORK

The City agrees for the purposes of preserving work and job opportunities for the employees covered by this Agreement, that the "core" duties presently performed or hereafter assigned to the collective bargaining unit will not be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other facility, vendor, person or non-unit employee or entity except duties already established by practice utilizing modified duty by fully commissioned personnel.

ARTICLE 26 – DURATION OF AGREEMENT

26.01 This Agreement shall be effective from January 1, 2016 through December 31, 2018.

26.02 It is the intent of the parties to this Agreement that negotiations for change or modification shall begin one hundred twenty (120) days, and in no event later than sixty (60) days prior to the termination of this Agreement. The Employer shall pay up to two (2) employees serving as the Union negotiating committee their regular rate of pay for meetings spent in formal negotiations between the Employer and the Union.

Approved by City Council on the 21st day of March, 2016.

CITY OF LAKEWOOD

John J. Caulfield

JOHN J. CAULFIELD
City Manager

6/22/2016

Date

TEAMSTERS LOCAL UNION NO. 117, IBT

JOHN SCEARCY
Secretary-Treasurer

6/10/16

Date

ATTEST:

Alice M. Bush 6-22-16

ALICE M. BUSH Date
MMC, City Clerk

Heidi Ann Wachter 6/20/16

HEIDI ANN WACHTER Date
City Attorney

APPENDIX "A"

Community Service Officers

Effective January 1, 2016, the salary range shall be:

2016			2017			2018		
HR	$21.39	$27.43	HR	$21.82	$28.25	HR	$22.25	$29.10
MO	$3,709	$4,754	MO	$3,783	$4,897	MO	$3,859	$5,044
YR	$44,495	$57,051	YR	$45,385	$58,762	YR	$46,293	$60,525

2% COLA effective January 1, 2016, January 1, 2017, & January 1, 2018

1% Merit Increase eligibility annually on anniversary date, retro back to January 1st of applicable year.

Memorandum of Understanding

By and Between

City of Lakewood
Community Service Officers

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The
International Brotherhood of Teamsters

Re: Retroactive Payment

The City of Lakewood shall make payment of any retroactive pay owed, to either current or past members of the Bargaining Unit, within thirty (30) days of the signing of the Current Collective Bargaining Agreement.

CONTRACT NO. 2016-066A

MEMORANDUM OF UNDERSTANDING

By and Between

CITY OF LAKEWOOD
(Community Service Officers)

And

TEAMSTERS LOCAL UNION NO. 117
Affiliated with the
International Brotherhood of Teamsters

Re: Use of Automatic Vehicle Locator (AVL)

This Memorandum of Understanding (MOU) sets forth the principle, practices, review process and officer responsibilities related to the use of automatic vehicle locator (AVL). **Principle:** The Lakewood Police Department has instituted the use of the Automatic Vehicle Locator (AVL) option provided by South Sound 911 through their Integraph dispatch program. The use of this program will enhance officer safety and the ability of supervisors in the field to place resources where needed during critical incidents. Additionally, there is the ability to conduct historical reviews of officers' locations that can provide accuracy and transparency during some internal investigations.

Practices:

1. **Installation:**

   a. AVL is an integrated option with the SS911 dispatch program. As such, they only installation that is required is the external antenna to connect to the global positioning system.

2. **Activation:**

   a. The AVL system is activated upon logging in to the dispatch software (MPS) and deactivated when logged off.

3. **Review- Historical AVL data may be reviewed at SS911 by a member of the command staff under the following circumstances:**

   a. Pursuant to ongoing criminal investigation.

   b. If the data is used as evidence in a prosecutor-charged criminal proceeding.

   c. If there is a specific complaint about an incident or employee that the supervisor reasonably believes would be validated or refuted by AVL data.

      Note: In these instances, if the command staff member does not observe any AVL data that would support initiation of a formal investigation through Professional Standards, the employee will

immediately be notified of the review and the reason for the review, to include identification of any complainant(s). If during the review the supervisor determines that a referral to Professional Standards is warranted, the established processes for those investigations will apply.

d. Pursuant to a lawful public disclosure request.

e. Recordings will be retained in accordance with State records and retention laws.

4. **Officer Responsibilities**

a. Ensure the external GPS antenna is properly plugged in to the computer to allow AVL to operate as intended.

b. Officers will notify supervisors as soon as practicable if the system is not functioning properly.

c. Officers will not intentionally alter or interfere with AVL system.

CITY OF LAKEWOOD

JOHN J. CAULFIELD
City Manager

6/22/2016
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

JOHN SCEARCY
Secretary-Treasurer

6/16/16
Date

ATTEST:

6-22-16
ALICE M. BUSH **Date**
MMC, City Clerk

Heidi Ann Wachter 6/22/16
HEIDI ANN WACHTER **Date**
City Attorney