

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

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**

**REPRESENTING COMMUNITY SERVICE OFFICERS**



**And**

**CITY OF LAKEWOOD**



**Term of Agreement**

**January 1, 2022 – December 31, 2025**

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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 “City” 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 City’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 City, 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 City 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, serving on a Union committee, or as a member of the Union.

2.03 The term "Employee" as used in this Agreement includes all employees, irrespective of their gender identity or gender expression. In addition, wherever in this Agreement gendered pronouns are used, such pronouns include all employees, irrespective of their gender identity or gender expression.

## **ARTICLE 3 – RECOGNITION**

3.01 **Membership Rights.** All employees working in the bargaining unit shall have the right to become a member of the Union.

3.02 **New Employee Orientation.** The Union will be allowed thirty (30) minutes at a mutually agreed time to speak with new employees during their first week of employment on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. This thirty (30) minute period will be scheduled following a new employee's orientation whenever possible. The City will endeavor to notify the Union's Representative no fewer than fourteen (14) calendar days prior to the orientation date. A Union Representative, Shop Steward, and/or local Union member will be responsible for the presentation. The Shop Steward and/or Union member will experience no loss of salary for

orientation presentation sessions during regular work hours nor will off-shift presentation time be considered as time worked.

3.03 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 City will confer with Union representatives regarding such request. The City may decline such requested leave of absence if, in the City's judgment, such leave of absence would adversely impact its operations. The decision by the City 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.**

- A. Upon receipt of notice from the Union of the written, electronic, or recorded voice authorization by a bargaining unit employee, the City agrees to deduct from the wages of the employee the sum certified as initiation fees, assessments, and Union dues and deliver the sum to the Union's Secretary- Treasurer each month.
- B. If the City receives a request for authorization of deductions from an employee, the City shall forward the request to the Union.
- C. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization.
- D. An employee's request to revoke authorization for payroll deduction must be in writing and submitted by the employee to the Union in accordance with the terms and conditions of the authorization.
- E. If the City receives a request to revoke authorization of deductions from an employee, the City shall forward the request to the Union.
- F. Upon receipt of notice from the Union that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the notice.

- G. If any 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.

**5.02 Indemnification.** The Union agrees to indemnify and hold harmless the City for any claims, demands, suits, or other form of liability instituted against the City by third parties for any action taken or not taken by the City in order to comply with the provisions of this Article.

#### **ARTICLE 6 – DISCIPLINE, DISCHARGE, JUST CAUSE**

**6.01** It is understood and agreed that the City shall not discharge any employee except for just cause and that no employee shall be discharged or discriminated against in any way because of their 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 City shall give written reasons to the employee with a copy of the notice forwarded to the Union.

#### **ARTICLE 7 – SENIORITY LIST**

The City shall include, with every monthly dues submission to the Union, each bargaining unit employee's date of hire/seniority date.

#### **ARTICLE 8 – BULLETIN BOARDS**

The City 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 City. 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 their supervisor of the need for time off will be considered to have resigned their 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 City 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 City 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 City'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 City 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 City 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 City 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 their 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 City.
- 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 their regular shift schedule for duty, they 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 their 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.

A. For employees not at top of range: The application of merit increase could result in a prospective one percent (1%) increase on the employee's anniversary date, 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.

B. For employees at top of range:

Employees will receive a half-percent (.5%) one-time lump sum payment on their anniversary date.

12.04 **Foreign Language Pay.** Employees shall receive a bilingual pay allowance of three percent (3%) added to their 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 their private vehicle for City business or in the performance of their 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 their usual place of residence directly to or from a work site other than their regular work location, they will be reimbursed only for mileage in excess of the distance between the employee's usual place of residence and their 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 percent (3%) of the employee's base monthly wage.

**Western Conference of Teamsters Pension Trust:** 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:

1 <sup>st</sup> year	200 hours of leave per year
After the 1 <sup>st</sup> year through 2 years	208 hours of leave per year
After the 2 <sup>nd</sup> through 4 years	216 hours of leave per year
After the 4 <sup>th</sup> through 9 years	232 hours of leave per year
After the 9 <sup>th</sup> through 14 years	264 hours of leave per year
After the 14 <sup>th</sup> through 20 years	296 hours of leave per year
After the 20 <sup>th</sup> year through 29 years	312 hours of leave per year
After 29 <sup>th</sup> year	320 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.

- D. PTO accrues on a pay period basis and is not available for use during the pay period in which it is accrued
- E. PTO will only accrue when the employee is in paid status (including working, on paid holiday, or using accrued or other City-paid leave) for at least forty (40) hours in the pay period, unless accrual is required to comply with the State paid sick leave law.

**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 Probationary Period.** Employees shall not be eligible to use PTO in the first sixty (60) calendar days of their probationary 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 Paid Time Off.** If an employee needs to take leave due to a personal or family member's serious health condition and has no accrued PTO available, the employee may request shared leave. Such requests shall be in writing and shall include documentation from a health care provider certifying the need for the leave. Shared leave requests to and donations from other employees will be coordinated by the City.

Employees may donate PTO 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.

Donated PTO will be used on a first in, first out basis and shall not be deducted from the employee's leave bank until the pay period for which it is needed, to avoid any need to return donated leave 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 sixty-five percent (65%) of such employee's then accrued and unused PTO bank in accordance with FLSA.

**13.07 Use of PTO for Absence Due to Illness or Injury.** Use of PTO for illness or injury shall be allowed in compliance with the Washington Paid Sick Leave law (RCW 49.46.210) as set forth in City of Lakewood Personnel Policy and Procedure 800-24 Paid Sick Leave.

**13.08 Holidays:** The following days are recognized as holidays:

**City of Lakewood Community Service Officers  
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New Year's Day	First (1 <sup>st</sup> ) day of January
Martin Luther King Jr. Day	Third (3 <sup>rd</sup> ) Monday in January
Presidents' Day	Third (3 <sup>rd</sup> ) Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
July 4 <sup>th</sup>	Independence Day
Labor Day	First (1 <sup>st</sup> ) Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth (4 <sup>th</sup> ) Thursday in November
Day after Thanksgiving	Friday following the fourth (4 <sup>th</sup> ) Thursday in November
Christmas Day	December 25 <sup>th</sup>
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 **Kept on Salary (KOS).** An employee who sustains an occupational injury or illness while acting in their course of employment and qualifies for time loss through Labor & Industries (L&I) shall continue to receive their regular salary for up to one hundred sixty (160) missed work hours per claim (prorated for part-time employees based on FTE status).

14.02 **Time Loss Compensation.** If the absence exceeds the Kept on Salary (KOS) hours provided in 14.01, the employee shall receive any applicable worker's compensation time-loss benefits directly from L&I. The employee shall 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 **L&I Premium** Employees shall pay their portion of any industrial insurance premiums as identified by L&I.

14.04 **Family and Medical Leave Act (FMLA) Designation.** The City may designate FMLA for eligible employees and qualifying events, consistent with the law and unless the employee objects to such designation. The City will pay its portion of the employee's health insurance premium while on FMLA, as required.

14.05 **Temporary Modified Duty.** The City will consider temporary modified duty assignments for employees who are temporarily unable to perform their regular duties, pursuant to Personnel Policy and Procedure 1200-03: Temporary Modified Duty.

## **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 spouse, registered domestic partner, child, stepchild, child-in-law, grandchild, parent, parent-in-law, grandparent, sibling, sibling-in-law, guardian, guardian ad litem, and/or an individual for whom the employee serves as guardian, guardian ad litem, or has power of attorney for health care, or household member. Upon returning to work, the employee may be required to provide the City with the following information about the deceased: their 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 Police Chief or their designee.

## **ARTICLE 16 – JURY DUTY**

16.01 An employee required by law to serve on jury duty shall continue to be compensated at their 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 their absence would create a hardship on the operational effectiveness of the Department.

- A. When an employee is notified to serve on jury duty, they shall inform their 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 their regularly scheduled shift during which they are 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 their supervisor to determine whether they should report for duty.
- C. The employee is not required to report back to their 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 their 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 after the meeting 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 Public Employee Relations Commission (PERC). 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 or 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, they agree 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 Kaiser Permanente \$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 2022, 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-D.

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 three hundred dollars (\$300.00) per month. Any additional benefits provided by the City shall be offered to employees covered by this agreement.

#### **ARTICLE 19 – FAMILY & MEDICAL LEAVE ACTS**

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. The City and employees shall each pay a portion of Family and Medical leave benefits pursuant to RCW 50A.04.

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

In the event a military reservist is called to the active duty, the City 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

City'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 City 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 City of the amounts designated by each contributing employee that are to be deducted from their 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 City shall transmit to:

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

The City 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 City for the City'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 - PUBLIC DISCLOSURE

When documents in an employee's personnel, payroll, supervisory or training file are the subject of a public disclosure request, the City shall notify the employee either prior to or concurrently with the legally required five-day initial response to the requestor. Such notice shall provide the anticipated date of document production. The request shall be immediately available to the employee through the City's NextRequest system. It is the employee's responsibility to pursue a Court order seeking to prevent disclosure that the City would otherwise provide.

The City will comply with any court order or subpoena for documents from an employee's file as indicated in the order and provide a copy of any such order to the affected employee.

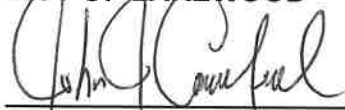
#### ARTICLE 27 – DURATION OF AGREEMENT

27.01 This Agreement shall be effective from January 1, 2022 through December 31, 2025.

27.02 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 City 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 City and the Union.

Approved by City Council on the 19th day of January 2021.

CITY OF LAKEWOOD

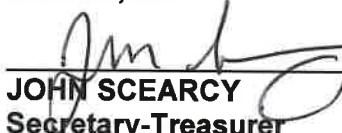


JOHN J. CAULFIELD  
City Manager

1-19-2022

Date

TEAMSTERS LOCAL UNION  
NO. 117, IBT



JOHN SCEARCY  
Secretary-Treasurer

2-11-22

Date

ATTEST:

Briana Schumacher 1-19-2022

BRIANA SCHUMACHER  
MMC, City Clerk

Date

Heidi Ann Wachter 1/19/22

HEIDI-ANN WACHTER

Date

**APPENDIX "A"**

**Community Service Officers**

Effective January 1, 2022, current bargaining unit employee hourly compensation will increase to \$33.25/hour.

**2022 - 3% COLA + Range Adjustment**

HR	\$27.30	\$34.11
MO	\$4,732	\$5,912
YR	\$56,784.	\$70,949

**2023 - 3% COLA**

HR	\$28.12	\$35.13
MO	\$4,874	\$6,090
YR	\$58,488	\$73,077

**2024 - 3% COLA**

HR	\$28.96	\$36.19
MO	\$5,020	\$6,272
YR	\$60,242	\$75,269

**2025 - 3% COLA**

HR	\$29.83	\$37.27
MO	\$5,171	\$6,461
YR	\$62,049	\$77,527

Any retroactive wages provided in the CBA will only be paid to employees employed as of the date the CBA is fully executed.