COLLECTIVE BARGAINING AGREEMENT
LYNDEN CITY HALL CLERICAL UNIT
January 1, 2015 – December 31, 2017

This Agreement made and entered into by and between the CITY OF LYNDEN, WASHINGTON, party of the first part, and GENERAL TEAMSTERS UNION LOCAL 231 of Whatcom County, Washington, party of the second part.

GENERAL PURPOSES

The City of Lynden, hereinafter referred to as the Employer, and Local 231 of the International Brotherhood of Teamsters, hereinafter referred to as the Union, do hereby reach agreement for the purposes of enhancing the Employer/employee relationship and to promote the general efficiency, morale and security of the employees.

ARTICLE 1 UNION RECOGNITION AND SECURITY

1.01 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for all full-time and part-time clerical employees of the City of Lynden Finance Department, Court Operations, Public Works Department and Planning Department, excluding supervisors, confidential employees, temporary employees defined as employees hired for 150 days or less, contracted employees and all other employees.

1.02 It shall be a condition of employment that all employees of the City covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, provided, however, this Union Security Clause shall not be enforced so as to be in violation of R.C.W. 41.56.122. Employees may exercise their right to join the Union without interference from the Employer.

1.03 No employee shall be discharged, suspended or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing their position for such activity, provided the activity is not done on employer’s time. There shall be no discrimination against any individual employee of the City or member of the labor organization with whom the City has a bona fide collective bargaining agreement with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership, race, color, religion, national origin, creed, sex, marital status, physical, mental or other sensory handicap or age except where such constitute a bona fide occupational qualification.

1.04 No employee covered by this Agreement shall suffer a reduction in wages or conditions as a result of the adoption of this Agreement.
1.05 Only members of the bargaining unit shall perform work of the bargaining unit, except in cases where other department personnel must be used to assist, train or, in the absence of the bargaining unit member, fill in for that member. And, except in those cases when other City department’s personnel are used to assist, train or, in the absence of the bargaining unit member, fill in for the member, the City will not use non-bargaining unit personnel to displace or reduce the hours of bargaining unit members.

ARTICLE 2 UNION-MANAGEMENT RELATIONS

2.01 All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.02 It is recognized that the Employer will retain whatever rights and authority necessary for it to operate and direct the affairs of the represented departments in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all of the operations and services of the represented departments; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours; to assign overtime; to hire and promote; to demote, suspend, discipline or discharge employees for just cause; to relieve employees due to a lack of work or other legitimate reasons; to make and enforce reasonable work rules and regulations and to change or eliminate methods of the represented department’s function, equipment or facilities. It is understood that no right herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

2.03 The Employer agrees to publish the method by which promotions shall be made within a Department; to publish reasonable work rules and regulations, if any, and make copies of both available to members of the bargaining unit. Any new or change in existing rules and regulations by the Employer which effect terms and conditions of employment must stand the test of reasonableness.

ARTICLE 3 NEW HIRE NOTIFICATION

3.01 The Employer agrees to notify the Union of new hires within seven days of the hire date. Notification must list name, address and hire date.

ARTICLE 4 WORK SCHEDULE

4.01 (a) The workweek shall be Monday through Friday. Standardized shifts for full-time employees shall be established on an eight (8) hour basis. All time worked over eight (8) hours in any one shift or over forty hours in any one workweek shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay, provided that in no event shall overtime pay under this Agreement be paid twice for the same hours worked or otherwise pyramided or compounded. All time worked over twelve (12) hours in any one shift shall be paid for at twice the regular rate of pay; provided, however, that for the purposes of
this paragraph, standby time shall not be considered time worked over eight (8) hours in any one day or any one shift.

(b) **Rest Breaks:** A paid rest break of fifteen (15) minutes shall be allowed halfway through the first and second portion of each shift. The unpaid lunch break for the standard 8:00 a.m. to 5:00 p.m. work schedule shall be sixty (60) minutes. For non-standard work schedules, lunch breaks extended beyond 30 minutes will be allowed by mutual agreement between the employee and the City.

(c) The workweek shall include (2) consecutive days off unless the parties mutually agree otherwise.

(d) The workday, for the purpose of overtime pay calculations, runs from 12:01 a.m. to midnight and all hours worked in excess of eight (8) hours in any twenty-four hour period shall be paid at the rate of time and one-half (1½), unless the employee requests to return to work and such switch of work schedule is made for the convenience of the employee.

(e) Modification to daily and/or weekly work schedules, such as 4/10’s, flex time schedules, etc., may be established by mutual agreement between the City and the Union.

**4.02 CALL BACK GUARANTEE:** Personnel called back to work after leaving the premises following completion of a shift or on a scheduled day off shall be guaranteed two hours pay at the overtime rate of time and one-half, provided the Employer has instructed the employee to report. If work extends beyond two hours, the employee will be paid the actual hours worked at the overtime rate of time and one-half. Employees required to report before their normal starting time shall be compensated at time and one-half provided they work more than their regular shift.

**ARTICLE 5 PAID HOLIDAYS**

**5.01 (a)** The following days shall be considered as paid holidays at eight (8) hours per holiday for full-time employees:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Employee's Birthday*
- Floating Holiday**

* Employee's birthday may be taken at any point in the calendar year (January through December) and may be taken in hourly increments. Any remaining time for the birthday holiday not used within the calendar year will be forfeited.
** Floating holiday may be taken at the employee's discretion with Employer concurrence and must be used in the year (January 1 through December 31) it is received or it will be forfeited.

For 2015: There will be two (2) additional floating holidays to be used as outlined in this section.

When a holiday falls on Sunday, the Monday following shall be considered the holiday. When a holiday falls on Saturday, the Friday preceding shall be considered the holiday.

(b) All work performed on the holidays listed in 5.01(a) above shall be paid for at the rate of time and one-half in addition to holiday pay.

(c) Holiday pay shall be pro-rated for part-time employees based on the standard monthly hours set for the position.

<table>
<thead>
<tr>
<th>Monthly Hours required by position</th>
<th>Holiday Pay</th>
<th>Pro-rated schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-79 hours</td>
<td>0 hours</td>
<td></td>
</tr>
<tr>
<td>80-97 hours</td>
<td>2 hours</td>
<td></td>
</tr>
<tr>
<td>98-115 hours</td>
<td>4 hours</td>
<td></td>
</tr>
<tr>
<td>116-133 hours</td>
<td>6 hours</td>
<td></td>
</tr>
<tr>
<td>134-149 hours</td>
<td>7 hours</td>
<td></td>
</tr>
<tr>
<td>150 hours and above</td>
<td>8 hours</td>
<td></td>
</tr>
</tbody>
</table>

(d) Terminated employees entitled to holidays listed above shall be paid in cash at time of termination for all holidays that have occurred during employee's time of employment for which employee has not received compensation for, or time off. Holiday cash-out for part-time employees will be in accordance with 5.01(c).

**ARTICLE 6 PAID VACATIONS**

6.01 (a) A schedule of paid vacation earned for full-time employees shall be on the following basis:

- During year 1 of employment, 10 days vacation with full pay.
- During year 2 of employment, 11 days vacation with full pay.
- During year 3 of employment, 12 days vacation with full pay.
- During year 4 of employment, 13 days vacation with full pay.
- During year 5 of employment, 15 days vacation with full pay.
- During year 6 of employment, 16 days vacation with full pay.
- During year 7 of employment, 17 days vacation with full pay.
- During year 8 of employment, 18 days vacation with full pay.
- During year 9 of employment, 19 days vacation with full pay.
- During year 10 and thereafter, 20 days vacation with full pay.
A vacation day taken shall be eight (8) hours for full-time employees.

(b) A schedule of paid vacation earned for part-time employees shall be on the following basis:

<table>
<thead>
<tr>
<th>During year:</th>
<th>If position is 80-97 hrs/mo: monthly vacation accrual is:</th>
<th>If position is 98-115 hrs/mo: monthly vacation accrual is:</th>
<th>If position is 116-133 hrs/mo: monthly vacation accrual is:</th>
<th>If position is 134-149 hrs/mo: monthly vacation accrual is:</th>
<th>If position is 150+ hrs/mo. n monthly vacation accrual is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.33 hrs</td>
<td>2.67 hrs</td>
<td>4.00 hrs</td>
<td>5.33 hrs</td>
<td>6.67 hrs</td>
</tr>
<tr>
<td>2</td>
<td>1.47 hrs</td>
<td>2.93 hrs</td>
<td>4.40 hrs</td>
<td>5.87 hrs</td>
<td>7.33 hrs</td>
</tr>
<tr>
<td>3</td>
<td>1.60 hrs</td>
<td>3.20 hrs</td>
<td>4.80 hrs</td>
<td>6.40 hrs</td>
<td>8.00 hrs</td>
</tr>
<tr>
<td>4</td>
<td>1.73 hrs</td>
<td>3.47 hrs</td>
<td>5.20 hrs</td>
<td>6.93 hrs</td>
<td>8.67 hrs</td>
</tr>
<tr>
<td>5</td>
<td>2.00 hrs</td>
<td>4.00 hrs</td>
<td>6.00 hrs</td>
<td>8.00 hrs</td>
<td>10.00 hrs</td>
</tr>
<tr>
<td>6</td>
<td>2.13 hrs</td>
<td>4.27 hrs</td>
<td>6.40 hrs</td>
<td>8.53 hrs</td>
<td>10.67 hrs</td>
</tr>
<tr>
<td>7</td>
<td>2.27 hrs</td>
<td>4.53 hrs</td>
<td>6.80 hrs</td>
<td>9.07 hrs</td>
<td>11.33 hrs</td>
</tr>
<tr>
<td>8</td>
<td>2.40 hrs</td>
<td>4.80 hrs</td>
<td>7.20 hrs</td>
<td>9.60 hrs</td>
<td>12.00 hrs</td>
</tr>
<tr>
<td>9</td>
<td>2.53 hrs</td>
<td>5.07 hrs</td>
<td>7.60 hrs</td>
<td>10.13 hrs</td>
<td>12.67 hrs</td>
</tr>
<tr>
<td>10+</td>
<td>2.67 hrs</td>
<td>5.33 hrs</td>
<td>8.00 hrs</td>
<td>10.67 hrs</td>
<td>13.33 hrs</td>
</tr>
</tbody>
</table>

A vacation day taken by part-time employees shall be pro-rated according to the schedule in Section 6.01(b), above.

6.02 Vacation not used, nor forfeited under Section 6.04, shall be paid to employees who are terminated or who terminate their employment.

6.03 No employee may take more than three weeks of vacation consecutively except with approval of the employee's department head and at the sole discretion of the department head.

6.04 (a) Full-time employees shall be allowed to accrue a maximum of forty (40) hours (five days) of vacation time, in addition to their maximum annual accrual limit in 6.01(a) above. Any hours over that amount on December 31st of each year shall be forfeited. It is understood, however, that if an employee is not allowed pre-approved vacation time off, due to operational needs of the City, and this causes the employee not to be in compliance on December 31st, those hours may be cashed out or carried over into the following year in addition to the 40 hour cap.

(b) Part-time employees shall be allowed to accrue a maximum of five (5) days of prorated vacation time [based on the standard monthly hours set for the position in Section 6.01(b) above] in addition to their maximum annual accrual limit in Section 6.01(b) above. Any hours over that amount on December 31st of each year shall be forfeited. It is understood, however, that if an employee is not allowed pre-approved vacation time off, due to operational needs of the City, and this causes the employee not to be in compliance on December 31st, those hours may be cashed out or carried over into the following year in addition to the 40 hour cap.
(c) Vacation requests will be approved or denied within 72 hours of the request date.

ARMICLE 7 HEALTH & WELFARE

7.00 As outlined in the following paragraphs of this Article, the Employer agrees to make payments into the appropriate Trust Funds on the basis of each employee covered under this Agreement who was compensated for eighty (80) hours or more in the month. Said payments are to be made by the tenth (10th) day of each month on behalf of the employee and the employee's dependents.

7.01 HEALTH & WELFARE: The City agrees to make the required monthly premium payments on behalf of the employee and the employee’s dependents to Group Health Cooperative of Puget Sound in order to maintain the level of benefits under the "(GHC) Co-Pay Plan 2". To be eligible for the benefits listed in this Article, the employee must be compensated for eighty (80) hours or more in the previous month. An employee may exercise their right to be covered under the AWC HealthFirst medical plan, provided they abide by the enrollment guidelines of the plan and pay any monthly premium costs above the amount paid by the City to provide Group Health coverage.

7.01 (a) See Addendum B

7.01.1 For regular part-time employees whose positions are classified as eighty (80) hours per month to one hundred fifty (150) hours per month, the City agrees to make the required monthly premium payments for employee-only coverage.

7.01.2 The City shall not pay the cost of any medical insurance program premium for employees whose positions are classified as less than eighty (80) hours per month.

7.02 DENTAL: The City agrees to pay the premium required to provide Washington Teamster Dental Plan "B" coverage to full-time employees and to part-time employees whose positions require eighty (80) hours or more per month.

7.03 VISION: The City agrees to pay the premium required to provide Extended Benefits Vision coverage under the Washington Teamster Vision Care Trust Fund to full-time employees and to part-time employees whose positions require eighty (80) hours or more per month.

7.04 The City agrees to maintain benefits during the life of this Agreement and the Union agrees that during the life of this Agreement it will not request additional benefits.

7.05 Benefit carriers and plans named in this Article may be changed or the benefits become self-insured by the City through mutual agreement of the City and the Union.
7.06 Medical Opt-Out Employees who have medical coverage through their spouse, may choose to discontinue their medical coverage with the City of Lynden, with written notice to the City, and receive a monthly cash benefit in the amount of 60% of the monthly medical premiums discontinued. The City will retain the balance of 40% of the monthly premium discontinued. The employee may re-enroll for medical coverage with a 30 day written notice to the City and forfeit their monthly cash reimbursement in the month(s) they receive medical coverage. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City's insurance provider. The employee requesting to opt-out of medical coverage, provided by the City, agrees to indemnify and hold the City and the Union harmless against any and all claims, suits, orders and judgments brought and issued against the City or the Union in regards to the employee discontinuing their medical insurance coverage with the City.

ARTICLE 8 SICK LEAVE PAY

8.01 (a) All employees shall accrue sick leave at the rate of eight (8) hours per month, for each month of City employment, up to a maximum of 1136 hours. Part-time employees shall accrue prorated sick leave, based on the average hours worked per day, during the month, for each month of City employment.

(b) For employees hired on or before December 31, 2014: Upon accumulation of 1040 hours of sick leave, the employee may sell back to the City any amount of hours over 1040 at fifty percent (50%) of the current rate of pay the employee is receiving at the time of the "sell back". This "sell back" must occur at the end of the calendar year (last payroll check) and only then. The employee must notify the City payroll department, on a form supplied by the City, no later than December 1st of each year.

(c) Employees hired after December 31, 2014 will not have the option to "sell back" sick leave hours.

(d) Accumulation of sick leave beyond 1136 hours will cause the employee to lose those hours accrued beyond the maximum limit.

(e) Sick pay shall start with the first day of illness, injury, accident or hospitalization, or to instances in which the employee must care for his/her sick or injured spouse, child or parent. The employee shall submit a doctor's certificate to establish bona fide illness, if requested by the Employer. If the City determines that the use of sick leave by the employee shows a pattern of misuse of this benefit, the City can require that the employee provide a doctor's note to establish evidence of illness of the employee or the employee's dependent for whom this benefit was used. If it is determined that the employee is misusing this benefit, the City may take action against the employee, denying the use of sick leave benefits and possible disciplinary action.
(f) Upon termination of employment with the City, and if the employee is leaving in good standing, voluntary or involuntary, the employee will receive pay for all of his/her accumulated sick leave at the his/her accumulated sick leave at the rate of 50%.

(g) Sick leave pay shall be coordinated with any time loss paid by the State Indusial Insurance Program. The actual amount paid by the Employer shall be the only amount charged against the employee's sick leave.

8.02 Family Leave: The City complies with the Federal Family and Medical Leave Act of 1993 (the FMLA) and all applicable state and federal laws related to family and medical leave. This means that in cases where the law grants the employee more leave than provided by the City's leave policies, the City will give the employee the leave required by law. Employees on FMLA leave will be allowed to retain up to forty (40) hours of their accrued vacation and up to forty (40) hours of their accrued sick leave, at their discretion, while on leave. For more information, refer to the City Employee Handbook.

Family Leave Eligibility: The FMLA provides up to 12 weeks of unpaid, job-protected leave every 12 months to eligible male and female employees for certain family and medical reasons. To be eligible the employee must have worked for the City for at least one year and for 1,250 hours over the previous 12 months.

Reasons for Taking Leave: Unpaid FMLA leave is granted for any of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his/her job.

Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.

If both the employee and spouse work for the City and leave is requested for the birth, adoption or foster care placement of a child, to care for a newborn, or to care for a sick parent, the total annual FMLA leave available to the employees for those purposes, as a couple, is 12 weeks.

If leave is taken for the disability phase of pregnancy or childbirth while the employee is physically unable to work, the time is counted against the employee's annual 12 week FMLA leave allowance.
Under some circumstances, FMLA leave may be taken intermittently - which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. FMLA may be taken intermittently if medically necessary because of a serious health condition.

This provision shall be administered in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA).

8.03 Family Care: Sick leave shall include time off to a maximum of forty (40) hours in each year to care for an illness of the employee’s spouse, which shall include time which can be used if it is absolutely necessary to transport a spouse to doctor appointments. Accrued sick leave also may be used to care for a child of an employee, under the age of 18, with a health condition that requires treatment or supervision. A health condition that requires treatment or supervision is defined as any medical condition requiring medication that the child cannot self-medicate; any medical, health or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian; or any condition warranting preventative health care such as physical, dental, optical or immunization services, when a parent must be present to authorize such services and when sick leave may otherwise be used for the employee’s preventative health care. Provided, that the employer has the right to require a doctor’s certification that the illness of the dependent is sufficiently serious to require the employee to be in attendance; and provided further, that the length of absence to care for a spouse may be extended by the department head at their discretion.

8.04 Inclement Weather: In the event of inclement weather, employees sent home or told not to report to work as scheduled shall be compensated for their regular shift pay at straight-time pay. Employees unable to report to work due to inclement weather conditions may use up to five (5) days of accrued sick leave per year to offset the loss of wages during this event if the Employer has not sent them home or directed that they are not to report to work.

ARTICLE 9 BEREAVEMENT LEAVE

9.01 If an employee covered by this Agreement suffers a death of his or her spouse, son or daughter, such employee shall be allowed up to five working days off without loss in pay. If an employee covered by this Agreement suffers a death to other members of the immediate family, such employee shall be allowed up to three working days off without loss in pay. Leave is given only on the condition that employee attends the funeral.

9.02 "Other" members of the immediate family shall be defined as mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren of either employee or spouse. This is for existing marriages only and does not include any previous marriage relationship.
9.03 Accrued leave, up to an additional five (5) days maximum, may be used if additional time off is needed. Of this five (5) day maximum allowance, an employee may use accrued vacation or a combination of accrued sick leave and accrued vacation, provided that not more than three (3) days of accrued sick leave shall be used.

9.04 Up to three days of accrued sick leave per year may be used to attend the funeral of a friend or a family member that is not listed above.

ARTICLE 10  JURY DUTY

10.01 When an employee covered by this Agreement is called upon for jury service in any Municipal, County, State or Federal Court, the employee shall advise the Employer upon receipt of such call and if taken from their work for such service, shall be reimbursed as provided herein for any loss of wages while performing such service provided they exhibit to the Employer their properly endorsed check and permit the Employer to copy the check or voucher they receive for such service. The amount the employee shall be reimbursed by the City (monthly pay minus amount of voucher or check for jury duty) shall not exceed the employee's regular rate of pay.

ARTICLE 11  SCHEDULE OF WAGES

11.01 SEE WAGE ADDENDUM A

11.02 Compensatory Time Accumulation And Use: Compensatory time may be accumulated for overtime worked at the rate of time and one half at the discretion of the employee for overtime pay or comp. time banked.

11.03 Compensatory time off, if granted by the Employer, may be allowed to accumulate to a maximum of forty (40) hours.

11.04 Compensatory time off shall be a feature of this agreement as long as compensatory time off does not jeopardize the City's position with regard to the Fair Labor Standards Act and according to Federal and Washington State law.

11.05 Longevity: Employees covered by this Agreement, starting their sixth (6th) year of service, shall receive forty dollars ($40) per month in addition to their regular rate of pay and shall receive five ($5) dollars per month for each year of service after six (6) years to a maximum of one hundred fifty dollars ($150). Eligibility shall be based on consecutive years of service with the City from the employee's most recent date of hire.

11.06 When a job vacancy occurs in the bargaining unit a notice of such vacancy shall be posted on the bulletin board for five (5) working days. Employees who desire consideration for such openings shall notify the City, in writing, during the five day period the notice is posted. The City will give just and due consideration to seniority in filling
vacancies. When qualifications are relatively equal in the reasonable determination of the City, seniority shall prevail.

11.06.1 The City shall fill vacancies in an objective and reasonable manner and agrees not to pre-select employees. In order to determine qualifications the City will establish the testing procedures which may include written, practical and/or oral examinations. Testing questions or tasks related to the "core" duties of the position will be included in the process. All applicants tested will be given the same test.

11.06.2 An employee that successfully bids on a job opening may voluntarily return to their previous bargaining unit position without loss of seniority for up to six (6) months following his/her hire date into the new position. This right of return shall not apply to employees that are terminated from employment with the Employer.

11.07 Any employee who is promoted out of the bargaining unit to a non-bargaining unit position may return to the bargaining unit without loss of seniority for up to six (6) months following his/her promotion. This right of return shall not apply to employees that are terminated from employment with the Employer.

ARTICLE 12 INITIATION FEE AND DUES CHECKOFF

12.01 For employees who individually and voluntarily certify, in writing, that they authorize such deductions, Union initiation fees and dues shall be deducted by the City and remitted to the Secretary-Treasurer of General Teamsters Union Local 231. Accompanying said monies shall be a list showing names of each employee and the actual amount to be credited to their account.

ARTICLE 13 HOLD HARMLESS CLAUSE

13.01 The City of Lynden City Ordinance known as Chapter 2.14, "Legal Actions Against City Officials and Employees," is as follows:

Sections:

2.14.010 Definitions
2.14.020 Legal representation
2.14.030 Exclusions
2.14.040 Determination of exclusion
2.14.050 Representation and payment of claims--conditions
2.14.060 Effect of compliance with conditions
2.14.070 Failure to comply with conditions
2.14.080 Reimbursement of incurred expenses
2.14.090 Conflict with provisions of insurance policies
2.14.100 Pending claims
2.14.010 - Definitions: Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. "Employee" means any person who is or has been employed by the City.

B. "Official" means any person who is serving or has served as an elected City official, and any person who is serving or has served as an appointed member of any City board, commission or committee. (Ord. 658 S.A. (part), 1982).

2.14.020 - Legal Representation:

A. As a condition of service or employment with the City, the City shall provide to an official or employee, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the City, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee on behalf of the City in their capacity as a City official or employee, which act or omission is within the scope of their service or employment with the City.

B. Except as may be provided in any applicable policy of municipal insurance, such legal representation shall be provided by the City Attorney or by an attorney designated by the City Attorney. (Ord. 658 S.A (part), 1982.)

2.14.030 - Exclusions:

A. The obligations assumed under this chapter by the City and the City Attorney shall not apply to:

1. Any dishonest, fraudulent, criminal, or malicious act of any official or employee;

2. Any act of an official or employee which is not performed on behalf of the City;

3. Any act which is outside the scope of an official's or employee's service or employment with the City; or

4. Any lawsuit brought by or on behalf of the City.

B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or the official or employee is insured against loss or damages under the terms of any valid insurance policy. (Ord. 658 S.A (part), 1982.)
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LYNDEN CITY HALL CLERICAL UNIT
January 1, 2015 – December 31, 2017

2.14.040 - Determination of Exclusion: The determination of whether an official or employee is entitled to a defense by the City under the terms of this chapter shall be made by the City Attorney. There shall be no appeal from such determination, except to the superior court by means of an action for declaratory judgment. (Ord. 658 S.A (part), 1982.)

2.14.050 - Representation and Payment of Claims--Conditions: The provisions of this chapter shall be applicable only if the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the City Attorney written notice thereof, identifying the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons, or other process relating to any such incident or conduct to the City Attorney, and shall cooperate with the City Attorney or an attorney designated by the City Attorney, and, upon request, assist in making settlements of any suits and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the City because of any damage or claim of loss arising from said incident or course of conduct.

C. Such officials or employees shall not accept nor voluntarily make any payment, or assume any obligation, or incur any expense in connection with any actual or potential claim or lawsuit, other than for first aid to others at the time of the incident or course of conduct giving rise to such claim or lawsuit. (Ord. 658 S.A (part), 1982.)

2.14.060 - Effect of Compliance with Conditions: If legal representation of an official or employee is undertaken by the City Attorney and all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City shall pay such judgment or settlement, provided that the City may, at its discretion, appeal such judgment. (Ord. 658 S.A (part), 1982.)

2.14.070 - Failure to Comply with Conditions: In the event that any official or employee fails or refuses to comply with any of the conditions of Section 2.14.050 of this chapter, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation. (Ord. 658 S.A (part), 1982.)

2.14.080 - Reimbursement of Incurred Expenses:

A. If the City Attorney determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the City shall pay
any judgment rendered against the official or employee, and reasonable attorney's fees and court costs incurred in defending against the claim. The City shall also pay reasonable attorney's fees and court costs incurred in obtaining the determination that such claim is covered by the provisions of this chapter.

B. If the City Attorney determines that a claim against a City official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this chapter, then the City shall be reimbursed for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter. (Ord. 658 S.A (part), 1982.)

2.14.090 - Conflict with Provisions of Insurance Policies: Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any City official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide complete coverage outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter. (Ord. 658 S.A (part), 1982.)

2.14.100 - Pending claims: The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or lawsuit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit. (Ord. 658 S.A (part), 1982.)

ARTICLE 14 COMMUNICABLE DISEASE IMMUNIZATION

14.01 The City will provide, at the City's expense, for immunizations by the Whatcom County Health Department. The immunizations covered under this Section will be those determined to be appropriate for the positions covered and must be recommended by the City's Wellness Committee. Receiving these immunizations will be on a voluntary basis by the employee.

ARTICLE 15 SEPARABILITY AND SAVINGS

15.01 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.
ARTICLE 16 GRIEVANCE PROCEDURE

16.01 **Definition of a Grievance:** For the purpose of this agreement the term "Grievance" means any dispute arising concerning the interpretation or application of the express provisions of this agreement. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this article. No employee will be demoted, suspended or discharged except for just cause.

16.02 **Procedure:** "Grievances" as defined by Section 16.01 shall be resolved in conformance with the following procedure:

**Step 1:** An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) working days after the discovery of such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) working days after the grievance was presented. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested and shall be appealed to Step 2 by the Union within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

**Step 2:** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) working days after the receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be referred to Arbitration in Step 3 within ten (10) working days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Arbitration in Step 3 by the Union within ten (10) working days shall be considered waived.

**Step 3: Arbitration:** The parties shall select an impartial arbitrator within ten (10) working days after the service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Federal or State Mediation and Conciliation Service to submit a list of five (5) disinterested persons who are qualified and willing to act as an impartial arbitrator.

(a) Within 72 hours after receiving the list of arbitrators, the Union and the Employer will conduct a coin flip to determine who strikes the first name off the list. Each will strike off one name in turn until only one person remains. The one remaining person on the list will be the sole arbitrator.
(b) The award of the arbitrator shall be rendered in writing together with his/her findings and conclusions and shall be final and binding upon the parties to this agreement and upon the grievant or grievants, if any.

(c) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. All other expenses and costs shall be borne by the parties incurring them.

(d) The Employer and the Union agree to comply with the time limitations set forth in this article and either party shall have the right to insist that the time limitations be complied with; provided, however, the said time limitations may be waived by mutual agreement.

**ARTICLE 17 DISCIPLINE AND DISCHARGE**

17.01 **Discipline:** Disciplinary action by the Employer shall be for just cause and shall include the following:

(a) Oral Reprimand,
(b) Written Reprimand,
(c) Suspension,
(d) Discharge.

17.02 **Warning Notice Procedure:**

(a) No employee covered under this agreement shall be discharged or suspended except for just cause. However, prior to such action, except in case of dishonesty, being under the influence of alcohol, drinking of alcoholic beverages on the job or at the work site, possession or engaging in the sale, purchase, transfer, use, or being under the influence of drugs prohibited by law while on the job or at the work site, other than legal drugs prescribed by a physician and approved for use with the employee's regular duties, insubordination, or gross misconduct related to employment, the Employer shall first notify the employee and the Union in writing defining the reasons and giving the employee and the Union an opportunity to attempt to resolve the problem.

(b) The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for demotion, suspension or discharge. No such warning notice shall remain in effect for a period of more than twelve (12) months after its issuance, or until the employee has worked at least 1,400 hours after its issuance, whichever is the later.

(c) Discharge, suspension or demotion must be by proper written notice to the employee and the Union within ten (10) days, exclusive of Saturday, Sunday and holidays, of when the Employer first knew or reasonably should have known of the violation claimed by the Employer as the basis for discharge, demotion or suspension. In cases where dishonesty or other illegal conduct is involved, the discharge, suspension or
demotion notice must be within a reasonable time after the discovery of the alleged misconduct.

17.03 Notification of Employee:
   
   (a) Suspensions, demotions and discharges will be in written form.
   
   (b) Notices of suspensions, demotions or discharges shall include a statement of the charges and the date on which time the action is to be effective. In case of demotion, the position to which the employee is demoted shall be identified.

17.04 Discharge:

   (a) Discharge shall be for just cause only.
   
   (b) The statement of charges shall be served on the employee with a copy by registered mail to the Union.
   
   (c) Upon receipt of the statement of charges a grievance may be filed in accordance with Article 16.
   
   (d) Prior to any hearing or arbitration process, a joint meeting may be held by agreement of the Employer and the Union in an effort to resolve the disputed discharge.

17.05 Personnel Records:

   (a) Copies of all letters of commendation, complaints and written reprimands that are entered into the employee’s permanent file shall be given to the employee and the employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the permanent personnel file.
   
   (b) Written reprimands, notices of suspension, demotion and discharge which are to become part of the employee’s personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.

17.06 Grievances Regarding Discipline:

   (a) Grievances related to this Article shall be initiated by the Union in the Steps outlined in the Grievance Procedure in Article 16.

ARTICLE 18 GENERAL CONDITIONS

18.01 Employee Advisory Committee: During the term of this Agreement the parties will utilize an Employee Advisory Committee to discuss issues of mutual concern. Participation on the committee by bargaining unit members will consist of one bargaining unit member from each of the following departments, however, departments and member
participation may be modified by mutual agreement between the City and the Union: The initial five (5) Bargaining Unit Departments: Police; Fire; City Hall; Public Works Utilities; and Water/Sewer Plants.

ARTICLE 19 TERMINATION CLAUSE

19.01 This Agreement shall be in full force and effect from January 1, 2015, to and including December 31, 2017, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

19.02 It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2018, or January 1, of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

19.03 Revisions agreed upon shall be effective January 1st of the year request has been made for modifications to the Agreement. Notwithstanding any other provisions in this Agreement, the parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

This Agreement is executed this 5th day of May, 2015, by the duly authorized agents and representatives of the parties hereto.

CITY OF LYNDEN, WASHINGTON

TEAMSTERS UNION LOCAL 231

By [Signature] Scott Korthuis, Mayor, City of Lynden

By [Signature] Secretary-Treasurer, Teamsters Union Local 231
## WAGE ADDENDUM A

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<td>Senior Accounting Technician</td>
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<td>Court Clerk</td>
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<td>Accounting Operations Supervisor</td>
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### 2015 hourly wage rates (2013 + 3%): Effective 1/1/2015 [4% Steps]

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### 2016 hourly wage rates (2015 + 3%): Effective 1/1/2016 [4% Steps]

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### 2017 hourly wage rates (2016 + 3%): Effective 1/1/2017 [4% Steps]

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</table>
A.1 Employees are placed in a pay range which reflects the responsibilities and job content of the position that they have been hired by the City to fill. Any changes in the pay range for the positions included in this Agreement shall be subject to negotiation. Disputes arising from the application of the salary structure may be submitted through the grievance procedure outlined herein.

A.2 Employees will automatically advance to the next step in the above salary grids on their employment anniversary date. The City reserves the right to advance employees to a step(s) above their normal salary step, or place newly hired employees at a step(s) above entry level, at its discretion.

A.3 Promotions: Employees who are promoted or are re-classified by the City and placed in a higher pay range shall, by this promotion or re-classification, receive no less than a five percent (5%) increase in their salary. The date of promotion or re-classification shall become the employee's new anniversary date for the purpose of future step increases.

A.4 Out of Class Pay: Employees performing work in a higher classification shall be paid 10% above their regular rate of pay for time actually worked at the higher classification, provided, in order to qualify for out of class pay, the employee must work a minimum of forty (40) hours. If the employee works in the higher classification for forty (40) hours or more, the employee will receive the higher rate of pay for said classification retro-active to the first hour worked in that classification.

A.5 Job Sharing: With approval by the City, Job sharing is a voluntary program providing two (2) employees the opportunity to share one (1) full-time position. These employees will share both the workload of that position and the wage package associated with it. The percentage of the workload shared between the affected employees will be by mutual agreement between the employees involved and per City approval.

A.5.1 Should one of the job share employees leave the position, the other employee sharing the position can then (1) attempt to find another existing employee to fill the vacant position, (2) assume the position on a full-time basis, or (3) resign the position in favor of a full-time candidate. The City agrees to consider recruiting for a part-time employee to fill the vacant portion of the position if the remaining employee desires the status quo.

CITY OF LYNDEN, WASHINGTON

TEAMSTERS UNION LOCAL 231

By ________________________________  By ________________________________

City of Lynden  Teamsters Union Local 231
HEALTH & WELFARE- ADDENDUM B

Upon full ratification of this agreement, employees covered under this agreement will pay a portion of their Health and Welfare medical premium(s) as follows:

For the remainder of 2015, employees will pay three percent (3%) of the Group Health Plan 2 premium with a Cap of $50.00. Employees choosing the Regence HealthFirst Plan will pay the difference in cost between Group Health Plan 2 and Regence HealthFirst, plus the 3% cost share, not to exceed the 2015 cap amount, for the Group Health plan. (See 2015 breakdown table below)

<table>
<thead>
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<th>Group Health Plan 2</th>
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<table>
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<td>Employee + Spouse + 2 Dependents</td>
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</table>

No additional charge for 3 or more dependents

Effective 1/1/2016, employees will pay six percent (6%) of the Group Health Plan 2 premium with a Cap of $100.00. Employees choosing the Regence HealthFirst Plan will pay the difference in cost between Group Health Plan 2 and Regence HealthFirst, plus the 6% cost share, not to exceed the 2016 cap amount, for the Group Health plan. (2016 breakdown table TBD and attached by end of calendar year 2015)
Effective 1/1/2017, employees will pay ten percent (10%) of the Group Health Plan 2 premium with a Cap of $125.00. Employees choosing the Regence HealthFirst Plan will pay the difference in cost between Group Health Plan 2 and Regence HealthFirst, plus the 10% cost share, not to exceed the 2017 cap amount, for the Group Health plan. (2017 breakdown table TBD and attached by end of calendar year 2016)

Employee Health and Welfare contributions are eligible to be deducted from the employees' pay on a PRE-TAX basis. Employees wishing to take advantage of the Health and Welfare pre-tax deduction must contact Human Resources to obtain and complete the necessary paperwork.
WEINGARTEN RIGHTS FOR BARGAINING UNIT EMPLOYEES

* The Union recommends employees exercise their Weingarten rights as follows:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward or business representative present. If possible, notify the Union steward or business representative of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.

2. If you are unable to obtain representation before entering the meeting, you should:

   (a) Ask whether you are free to leave the room if you choose to do so;

   (b) Ask whether anything said at the interview could lead to disciplinary action or discharge;

   (c) If so, ask that (1) a Union steward or business representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union steward or business representative in private prior to the questioning;

   (d) If a Union steward or business representative is unavailable, ask that the meeting be postponed until one can be present;

   (e) In the event the Employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

* These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.