

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 THE POLICE COMMANDERS



And

CITY OF TUKWILA

Term of Agreement

January 1, 2022 - December 31, 2023

1st of 2 Originals

**TUKWILA POLICE COMMANDERS
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TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

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

This mutual agreement has been entered into by the Teamsters Local Union No. 117 (hereinafter referred to as Union), and the City of Tukwila (hereinafter referred to as "City" or "Employer").

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

SECTION 1. The City of Tukwila recognizes the Teamsters Local Union No. 117, as the exclusive bargaining representative of the Police Department for all Police Commanders of the Tukwila Police Department.

ARTICLE 2 DEFINITIONS

SECTION 1. For the purpose of this Agreement, the following definitions will control:

- 2.1 "Bargaining Unit" shall mean all regular full-time commissioned Commanders who are employed by the City of Tukwila Police Department and working in the position of Commander per PERC certification dated January 6, 2022 (PECB 134668-E-21).
- 2.2 "Employer" shall mean the City of Tukwila, Washington.
- 2.3 "Commander" shall mean all Commanders included in the bargaining unit as set forth in Section 2.1 above.
- 2.4 "Union" shall mean Teamsters Local Union No. 117.
- 2.5 "Police Chief" shall mean the Police Chief or Police Chief's designee.

ARTICLE 3 DUES DEDUCTION

3.1 Notification – All employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.

3.2 Union Orientation – Within seven (7) calendars days of a new, transferred, promoted, or demoted employee being appointed to a position within the bargaining unit, the Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.

3.3 Union Dues and Fees - The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

3.4 Dues Cancellation – Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

3.5 Teamsters Legal Defense Fund – The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.

3.6 Indemnification/Hold Harmless – The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.

ARTICLE 4

HOURS OF WORK AND OVERTIME EXEMPTION

4.1 Police Commanders shall generally work forty (40) hours per week schedules. Furthermore, the management nature of their position qualifies as an Executive Exemption under the Fair Labor Standards Act and Washington State Minimum Wage Act, and thus Police Commanders are salaried employees who are not paid overtime.

4.2 Flexible work schedules will be utilized as may be acceptable to the Police Chief, after considering the coverage needed from the commander classification and commander duty responsibilities.

4.3 In lieu of overtime pay, informal release time may be authorized in recognition of the time demands of the positions, as mutually agreed by the bargaining unit member and the Police Chief.

4.4 Longevity Pay

LONGEVITY PAY - Longevity pay shall be added to each Commander's base monthly pay as follows:

Commander shall receive two percent (2%) at the anniversary date of five years (5) of employment.

Commander shall receive four percent (4%) at the anniversary date of ten years (10) of employment.

Commander shall receive six percent (6%) at the anniversary date of fifteen years (15) of employment.

Commander shall receive eight percent (8%) at the anniversary date of twenty years (20) of employment.

Commander shall receive ten percent (10%) at the anniversary date of twenty five years (25) of employment.

ARTICLE 5

MANAGEMENT BENEFITS

Unless otherwise agreed, the provisions set forth in City of Tukwila Resolution no. 1700, dated November 9, 2009, shall continue to apply to police Commanders as

outlined in the following provisions of the City Resolution:

1. Holidays - Commanders shall receive the following holidays in accordance with existing city policy:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
Fourth of July	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas
June 19 th	Juneteenth
(2) Two Floating Holiday	Commander's choice

In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday.

The Floating Holidays must be taken during the calendar year of entitlement or the days shall be forfeited.

2. Sick Leave - A Commander shall accumulate sick leave pay at the rate of eight (8) hours for each completed calendar month of service, with an annual carryover of up to 720 hours (e.g. 90 8-hour days). Accumulated sick leave shall be paid at the rate of eight (8) hours per day at the Commander's regular straight time-hourly rate of pay from and including the Commander's first(s) working day absent.

Sick leave benefits shall apply to bona fide cases of Commander's sickness, accident, doctor, dental or ocular appointments, maternity leave, or the illness or injury of a spouse or other dependent family member with a health condition that requires treatment or supervision, and requests for Commander's presence by immediate family, doctor or clergy due to immediate family illness, or emergency.

Commanders who exceed seven hundred and twenty (720) hours of accumulated sick leave will receive into their individual HRA VEBA account twenty-five percent (25%) of the value of the accrued, unused sick leave hours that they have earned in excess of seven hundred and twenty (720).

Domestic Partner Benefits

The City of Tukwila Self-Insured healthcare plan extends dependent eligibility to Commander's spouses, domestic partners and their children. The City provides benefit coverage to a domestic partner of the same or opposite sex and dependent children on the same basis as provided to a spouse and dependent children.

Eligibility for domestic partnership status will be established by presentation of proof of a registered domestic partnership of the State of Washington or the submission of an affidavit and documentation as required by the City's Personnel Policies.

Funeral Leave

A Commander who has a member of his/her immediate family taken by death or who has been notified by a physician in attendance of imminent death may request to use up to fifty-six (56) hours of leave of absence with pay. Immediate family shall be defined as: spouse, registered domestic partner, mother, father, mother-in-law, father-in-law, children (including registered domestic partner's children in compliance with City Policy & Procedure #01-02-14), brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren and any person acting in the capacity of a parent to the Commander as a child (applying "in loco parentis" doctrine).

3. Medical Insurance

The Employer shall pay the full premium cost for medical coverage under the Self-Insured Medical Plan for Commanders and their eligible dependents, up to a maximum increase of eight percent (8%) each year. The City will pay one-hundred percent (100%) of the Employees (Commanders) cost of medical coverage, Commanders will pay thru wage deduction ten percent (10%) of the cost of medical coverage for dependents. Any increase in premium costs above eight percent (8%) will be paid by the Commanders through payroll deduction; provided bargaining unit members shall not pay premium costs that exceed those paid by members of the Tukwila Police Officers' Guild during the term of this Agreement. The Union and the City agree that if the family premium sharing, ten percent (10%) exceeds two hundred fifty dollars (\$250.00) during the contract term, the Union and the City will meet to bargain the impacts of the increase.

In the event the monthly premium costs increase more than eight percent (8%) throughout the duration of this agreement, the Employer or the Union have the right to reopen the Agreement to negotiate changes in the Self-Insured Medical Plan benefit level so that the increase in medical premium costs does not exceed eight percent (8%).

In August of each year the Tukwila Health Care Committee will meet to review

the actual costs of the Self-Insured Medical Plan from September 1st of the previous year through August 31st of the current year. The actual costs, together with any projected increase to the Tukwila Self-Insured Medical Plan, shall be used by the City to determine the premium costs for the following year.

For Commanders who elect medical coverage through Kaiser-Permanente, the Employer shall pay up to the maximum dollar amount contribution to the Self-Insured Plan for Commander and dependent coverage. Any premium amounts in excess of the Employer's contribution shall be paid by the individual Commander through payroll deduction. Coverage under the Kaiser-Permanente Plan shall be determined by Kaiser-Permanente.

Effective January 1, 2018, the Union accepts the following changes in plan design: The changes are: Increase co-pays for Specialist to \$40 (from \$25). Complex imaging to \$100 (from \$0), and Urgent Care to \$50 (from \$25) and Change to the Envision Select Formulary.

4. Life Insurance

The City shall pay the premium for a Commander to purchase life and accidental death and dismemberment insurance at one hundred percent (100%) of the amount of the Commander's annual earnings, rounded up to the next higher multiple of one thousand dollars (\$1,000).

5. Vision/Optical

The City shall provide coverage for eye examinations and vision hardware and contacts for each full-time Commander and his or her eligible dependents at the rate of \$250 per person, to a maximum of \$500 per family each calendar year.

6. Disability Insurance

The City shall provide one hundred percent (100%) of the premium for each full-time Commander for a comprehensive long-term disability policy

7. Health Reimbursement/VEBA Benefits

Full-time Commanders shall be required to participate in the City of Tukwila HRA/VEBA plan. Eligible Commanders shall join the HRA/VEBA plan effective the first of the month following their date of hire with the City. The flat dollar contribution amounts to be paid into the HRA/VEBA plan by each individual Commander shall be as follows:

Plan Year 1 - effective date is upon the signing of this agreement - one year later= \$400 per month (\$200 per pay period)

Plan Year 2 - effective date based upon plan year one= \$400 per month (\$200 per pay period)

Plan Year 3 - effective date based upon plan year two = \$400 per month (\$200 per pay period).

Future changes to monthly contribution amounts or plan design changes will be made when a successor labor agreement has been negotiated between the parties.

8. Teamsters Retirees' Welfare Trust

Based on December 2021 hours, effective January 1, 2022 and on a monthly basis thereafter, the City shall pay the sum of one hundred seventy five dollars (\$175.00) per month for benefits under the "RWT-XL Plan" during the period this Collective Bargaining Agreement is in effect, the City agrees to remit payment to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month.

9. Maintenance of Benefits

The Trustees of the Washington Teamsters Welfare Trust or the Retirees Welfare Trust may modify benefits or eligibility of any plan (i.e. for the purpose of cost containment, cost management, or changes in medical technology and treatment). If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the Trustees during the life of the Agreement, the City will pay such increases.

10. Vacations

Following the sixth (6th) month of continuous employment, full-time Commanders shall be granted annual vacation leave in the amount of six (6) full days (each day is calculated at eight hours regardless of schedule worked). Thereafter, the Commander will accrue an additional day of annual leave each month, up to a total of 14 days (i.e. 112 hours) per year. The maximum number of accrued hours is 384 or 48 days.

Vacation Schedule:

Years of Service	Vacation Accrual
1 st thru 4 th years	14 days (112 hours)
5 th thru 9 th years	18 days (144 hours)
10 th thru 14 th years	22 days (176 hours)
15 th plus years	24 days (192 hours)

11. Ordinance, Policies and Procedures

Except as otherwise provided by the terms of this Agreement, the City will maintain the status quo under City ordinances, policies and procedures in regard to mandatory subjects of bargaining, including benefits applicable to police commanders. This includes, but is not limited to, issues such as: personnel files, tuition reimbursement, internal affairs matters, leaves of absence, military leave, and department work rules and supplemental agreements that the parties may make during the term of the contract.

12. Vehicle Assignment

Police Commanders are currently assigned vehicles by the City for the City's benefit and Commanders are expected to take home and drive to work such vehicles. The assignment of a take home vehicle is for the purpose of responding to emergency operations and to attend required evening or weekend City meetings. Police Commanders are expected to follow all city and department rules regarding the use and maintenance of city vehicles. The City retains the right to reduce the number of take home vehicles assigned to members of the bargaining unit; provided that the Union retains the right to propose alternatives as well as bargain the economic effects of doing so as may be required by RCW 41.56.

ARTICLE 6

UNIFORMS AND CLOTHING

Uniform/Clothing/Dry Cleaning/Footwear Allowance - An annual allowance shall be provided each Commander in the amount of \$600.00 for cleaning of City issued Uniforms, and the replacement of footwear. The City will continue to provide and replace required uniforms and equipment on a fair wear and tear basis.

ARTICLE 7

SALARIES

7.1 Effective January 1, 2022, the wages of each Commander will be:

<u>Title</u>	<u>Grade</u>	<u>Step</u>	<u>Monthly</u>	<u>Hourly</u>
Commander	pc	1	\$12,797	73.83
Commander	pc	2	\$13,475	77.74
Commander	pc	3	\$14,189	81.86

7.2 Effective January 1, 2022, all bargaining unit members shall have their base wage

increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W June to June, 2020-2021.

7.3 Effective January 1, 2023, all bargaining unit members shall have their base wage increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue CPI-W June to June, 2021-2022.

7.4 The linkage of a minimum of twenty-five percent (25%) between the top step of base pay ("Top Step") of the Sergeant in the Sergeant contract and the first step of pay for Commanders (the "Differential Formula") is intended to provide stability and avoid potential compression. Throughout the term of this Agreement, the Commanders will receive a pay adjustment whenever there is a change in the Top Step in the Sergeant bargaining agreement. The pay adjustment shall occur at the same time that the Sergeant adjustment to the Top Step is effective. While each party reserves the right to seek a change in the Differential Formula in future negotiations, any such change will require the party proposing it to have a compelling basis for making the change.

7.5 Three percent (3%) Command Duty Officer (CDO) pay premium shall be paid to all members for the time they are assigned as CDO.

Effective upon the date the last party signs the Agreement, the City agrees to an annual stipend of \$1500 per Commander as an education incentive allowance, payable in the form of tuition reimbursement, not to exceed \$6000 per year for the bargaining unit as a whole. An individual Commander can assign his/her \$1500 to another bargaining unit member.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 **Definition.** A "grievance" means a claim or dispute by a Commander (or the UNION on behalf of an Commander or Commanders or on its own behalf with regard to matters effecting the Union as an entity) with respect to the interpretation or application of the provisions of this Agreement.

8.2 **Procedure:**

A. Step 1:

A Commander or Union representative must present to his supervisor a grievance in sufficient detail as to identify the claim or dispute within fourteen (14) calendar days of its alleged occurrence (or knowledge of the event giving rise to the grievance). The Commander's supervisor shall attempt to resolve it within fourteen (14) calendar days after it is presented to the supervisor.

B. Step 2:

If either the Commander or Union is not satisfied with the solution by the supervisor, a written grievance stating the section of this Agreement violated, the facts of the case as seen by the grieving party, and the remedy sought. Such written grievance must be presented to the Chief of Police (with a copy to the Administrative Services Director) within fourteen (14) calendar days after receipt of the supervisor's answer in step 1. The Chief of Police shall attempt to resolve the grievance within fourteen (14) calendar days of its presentation to the Chief of Police.

C. Step 3:

If the Commander or Union is not satisfied with the solution by the Chief of Police, the written grievance, together with all other pertinent materials, may be presented to the Mayor or his/her designee by a Union representative within (14) calendar days after receipt of the Chief's answer in Step 2. The Mayor or his/her designee shall attempt to resolve the grievance within fourteen (14) calendar days after it has been presented to the Mayor.

D. Step 4:

Except as otherwise provided in this Article, if the grievance is not resolved at Step 3, the grievance may, within thirty (30) calendar days, be referred to arbitration by the Union. Except in the event that RCW 41.58.070 applies, the City and the Union shall try to agree upon a mutually acceptable arbitrator. If the parties fail to agree, they shall strike from a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, with all arbitrators being members of the National Academy of Arbitrators. The parties shall alternatively strike from the list until only one name remains.

It shall be the function of the Arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The Arbitrator shall decide the case based on the interpretation and application of the provisions of the agreement within thirty (30) days after such hearing. The decision shall be in writing together with specific facts and rationale for deciding in favor of either party. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City, which is beyond its jurisdiction.

Each party hereto will pay the expenses of their own representatives (e.g. attorney's fees) and the expenses of the arbitrator will be borne

equally by the parties hereto.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this agreement.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The Arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The City, Union and any bargaining unit member shall not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

Litigation or any other contest of any subject matter involving a Commander or the Union in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

- 8.3 ***Timeliness.*** It is the intent of this grievance procedure that the parties will process grievances within the timeframes set forth herein. In the event the grievance is not processed in the timeframes stated, then the matter shall be considered resolved. If the City fails to comply with the timeframes herein, then the grievance will automatically advance to the next step. The timeframes may be extended by mutual written agreement of the parties.

ARTICLE 9 MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

Management rights shall include by way of illustration, but are not limited to the right to:

Establish and modify reasonable rules and regulations for the operation of the Police Department and the conduct and performance of its Commanders.

Determine and change Police Department budget, methods of operation, facilities and equipment.

Recruit, hire, layoff, promote, assign, appoint, discipline, discharge, or suspend Commanders in accordance with City of Tukwila Civil Service Rules and Regulations.

Determine work schedules, number of personnel and the methods and processes by which work is to be performed.

Determine mental, physical and performance standards.

Assign work and determine the duties to be performed by Police Commanders including what work will be assigned to Police Commanders and what work will be assigned to other personnel.

Determine the need for additional education courses, training programs, on-the-job training, or class training; assign Commanders to such duties for periods to be determined by the Employer.

To take whatever temporary actions are necessary in emergencies in order to assure the proper functioning of the Department.

The Union agrees that its members shall comply in full with Police Department rules, regulations, policies and procedures including those relating to conduct and work performance.

ARTICLE 10 CIVIL SERVICE

City of Tukwila Civil Service Rules and Regulations shall continue to apply to Commanders. Application of Civil Service Rules and Regulations by the Civil Service Commission shall not be subject to the Grievance Procedure.

ARTICLE 11 NON-DISCRIMINATION

It is the continuing policy and recognized obligation of the City and the Union that the provisions of this Agreement shall be applied uniformly as required by federal and state employment laws that prohibit unlawful discrimination based upon race, color, religion, creed, national origin, handicap, sexual orientation, marital status, gender, or age, except where gender or age is a bona fide occupational qualification or any other class protected by law.

Disputes regarding this Article may be handled through either the grievance procedure or the applicable regulatory agency, including the City's Civil Service Commission, but not both.

All provisions of this Agreement shall apply equitably to all male and female Commanders.

ARTICLE 12 INDEMNIFICATION

12.1 The Employer shall indemnify, defend and hold harmless any Commander, and the Commander's marital community, named as defendant in a lawsuit for alleged acts or omissions of the Commander made in good faith during the course and in the scope of the Commander's employment with the Employer; provided, that the Employer shall not be required to indemnify, defend or hold harmless the Commander for any dishonest, fraudulent or criminal act, intentional misconduct or gross negligence of the Commander, or for any suit brought against the Commander by or on behalf of the Employer. This protection shall apply only after written notice that the Commander has been named as a defendant in the lawsuit is given to the City Attorney by the Commander or the Guild. The Employer retains the right to select the counsel to provide legal representation to the Commander pursuant to this Article in the Employer's reasonable discretion.

12.2 The City or its insurance carrier has the right to select the counsel to provide legal representation. The City or its insurance carrier will ensure that the attorney selected has a high level of experience in representing law enforcement officers in the use of force.

ARTICLE 13 ENTIRE AGREEMENT

13.1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

13.2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement or by an agreement to modify the terms of this Agreement, the Employer and the Union, for

the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 14

NO STRIKE AND NO LOCKOUT

14.1 No Strike. During the life of this Agreement, neither the Union nor any officer, agent, or Commander will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or "sick-outs."

14.2 No Lockout. During the term of this Agreement, the City will not instigate a lockout over a dispute with the Union so long as there is no breach of Section 1.

14.3 Union Official Responsibility. Each Commander who holds the position of officer or steward or committeeman of the local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement, and to direct them to return to work.

ARTICLE 15

SAVINGS CLAUSE

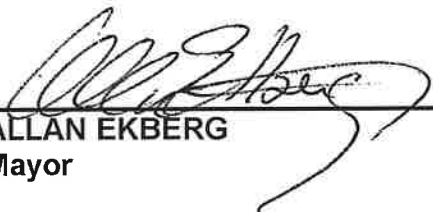
15.1 If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement of such article.

15.2 If any provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with current Civil Service Rules and regulations, the latter shall prevail except in Union security provisions, in which case, the provisions of Article 20 shall prevail. The Employer agrees that in the event that any provision of Civil Service Rules and Regulations are suspended, abolished or modified, collective bargaining shall proceed immediately with respect to any items what as a result of such change may come within the discretion of the Employer, and the results of such bargaining shall be made a part of this Agreement.

ARTICLE 16 DURATION OF AGREEMENT

Unless otherwise provided herein, this Agreement shall become effective on January 1, 2022. It shall remain in force until December 31, 2023. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

CITY OF TUKWILA

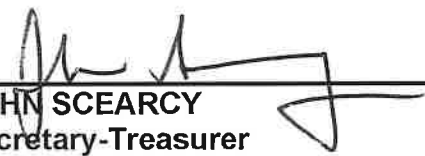


ALLAN EKBERG
Mayor

3/3/22

Date

**TEAMSTERS LOCAL UNION
NO. 117/IBT representing
COMMANDERS**



JOHN SCEARCY
Secretary-Treasurer

3-11-22

Date



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official 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 representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative 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 COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

TEAMSTERS 117 MEMBER FORMS



www.teamsters117.org/member_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.