

**Memorandum of Understanding to the Agreement
by and between the City of Kirkland
and
Public, Professional & Office-Clerical Employees and Drivers
(Representing the Public Works and Parks Maintenance Employees)
Local Union No. 763**

January 1, 2018 through December 31, 2020

This Memorandum of Understanding (MOU) is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer" and the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763. (Teamsters)

The parties agree to amend the current 2018 – 2020 Agreement in order to ensure compliance with the June, 2018 U.S. Supreme Court "Janus" decision. That Court ruled that public sector employees do not have to join a union as a condition of employment and, further, that those who choose not to join cannot be forced to pay "agency" or "fair share" fees to those unions.


To date, the Employer has changed job postings language that conflicted with the new law. The Employer has also modified new hire offer letters to delete references to union membership requirements. The Employer and the Teamsters have met and discussed the Court's ruling and agree to the edits (shown in legislative format) in the attached "Exhibit A."

For existing Teamsters' members, Teamsters Local No. 763 agree that Employer can stop withholding and forwarding the assessments and monthly dues authorized by new Article 3.1 upon the request of any member made to the Union and Employer. Employer agrees to notify Teamsters as soon as reasonably possible if such a request is received. Employer agrees to continue withholding and forwarding assessments and monthly dues for all other existing Teamsters' members.

The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

By: 

Kurt Triplett, City Manager

Date: 11-20-18



APPROVED AS TO FORM
City Attorney

Public, Professional & Office-Clerical Employees
and Drivers, Local Union No. 763, affiliated with
the International Brotherhood of Teamsters

By: 

Scott A. Sullivan, Secretary-Treasurer

Date: 11-12-18



LABOR RELATIONS REVIEW
Human Resources Director

ARTICLE 1 – DEFINITIONS

1.1.3 “Bargaining Unit” shall mean all maintenance and operations employees (outside and shop) as listed in Article 9, excluding supervisors, in the following departments or divisions:

- Street/Grounds
- Fleet
- Water
- Waste Water
- Surface Water
- Internal Services
- Parks and Community Services

ARTICLE 3 - UNION SECURITY

3.1 DUES AND INITIATION FEES DEDUCTION

Upon written authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Union and shall forward such sum to the Union. Should any employee not have any monies due them or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Upon written authorization from an employee within the bargaining unit, the Employer shall also deduct from the wages of that employee the sum certified as the initiation fees of the Union in equal payroll increments and shall forward such sum to the Union. As above, the Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any initiation fee of dues for the Union.

3.2 NEW HIRE ORIENTATION

The Employer shall notify the Union of all new full-time, part-time, and seasonal employees hired into the bargaining unit. The Union and shop steward will then be provided 30 minutes during employee’s regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee’s date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, social security number, salary, classification, department, hire date and termination date. The Employer will provide notification to the Union for all new hires, qualified Seasonal Laborer employees and qualified promotional advancement by means of a letter courtesy copy, written or electronic.

The Union agrees to supply Human Resources with current lists of officers and stewards. The Employer will recognize the officers and stewards, as soon as the list is received, in writing by Human Resources.

3.4 NONDISCRIMINATION – UNION ACTIVITY

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

H:\LR\Teamsters\2018 - 2020 Contract\MOU\Teamsters MOU - Janus - Exhibit A.docx