

**AGREEMENT**

**BETWEEN**

**LAMAR ADVERTISING OF SEATTLE**

**AND**

**LABORERS' LOCAL UNION 242**

**Term: June 8, 2018 through June 7, 2021**

TABLE OF CONTENTS

AMERICANS WITH DISABILITIES ACT – ARTICLE XVIII.....	17
BEREAVEMENT - ARTICLE XXII .....	18
BULLETIN BOARD - ARTICLE XIX.....	17
DISCIPLINE AND DISCHARGE - ARTICLE IV .....	6
DURATION AND TERMINATION - ARTICLE XXIII .....	18
ENTIRE AGREEMENT - ARTICLE XVI .....	16
EXECUTION - ARTICLE XXIV.....	19
GRIEVANCE PROCEDURE & ARBITRATION - ARTICLE XIII.....	13
HEALTH INSURANCE AND PENSION - XIV.....	15
HOLIDAYS - ARTICLE VII .....	9
LEGAL COMPLIANCE - ARTICLE XV.....	16
MANAGEMENT RIGHTS - ARTICLE III.....	4
MANAGERS - ARTICLE XVII.....	17
NO DISCRIMINATION - ARTICLE XX.....	18
NO STRIKES/NO LOCKOUTS - ARTICLE V .....	7
PROBATIONARY PERIOD, DISCHARGE & SUSPENSION - ARTICLE XII .....	12
PURPOSE - ARTICLE II.....	4
SAFETY & HEALTH - ARTICLE IX.....	10
SICK LEAVE - ARTICLE X .....	11
UNION REPRESENTATIVES - ARTICLE XXI.....	18
VACATIONS - ARTICLE XI .....	12
WAGES AND CLASSIFICATIONS - ARTICLE VIII.....	9
WORKING HOURS AND OVERTIME - ARTICLE VI.....	8

**AGREEMENT BETWEEN**  
**LAMAR-SEATTLE**  
**AND**  
**LABORERS' LOCAL UNION 242**

This Agreement is effective June 8, 2018 by Lamar Advertising of Seattle, hereinafter called the "Employer" or the "Company" and the Laborers' Local Union 242, affiliated with AFL-CIO, hereinafter called the "Union."

**ARTICLE I - UNION RECOGNITION AND NON-DISCRIMINATION**

- 1.1 **Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit. The term "employee" as used in this Agreement, shall only include employees in the bargaining unit, which is limited to the Employer's fulltime and part-time Construction Laborers employed at the Employer's location at 3601 6<sup>th</sup> Avenue, South, Seattle, Washington 98134. The bargaining unit excludes: Billposters; Mechanics; Electricians; Office, Clerical or Sales Staff; Confidential Employees; Temporary Employees; Managers; Supervisors; and all other employees.
- 1.2 A temporary employee is an employee who is hired for only a limited period of time (not to exceed forty-five (45) working days).
- 1.3 All present employees who are members of the Union in good standing, shall as a condition of employment, retain their membership in the Union for the duration of this Agreement. Any employee who is not a member shall become and remain member of the Union on the thirtieth (30<sup>th</sup>) day following the beginning of their employment for the duration of this Agreement. To "become and remain members of the Union as a condition of employment" shall mean an employee's payment or tender of initiation fees and membership dues to the Union.
- 1.4 The Employer agrees to deduct the regular and uniform Union Initiation fees and dues from the wages of each employee who has submitted to the Employer a voluntary written authorization which shall specify the amount to be deducted, and the authorization procedure shall conform in all respects to the requirements of Federal and State laws.

Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the week in which the Employer receives the authorization card. Dues for the given week shall be deducted from the first pay closed and calculated in the succeeding week.

In case any employee's earnings are insufficient to cover deduction of dues at the pay period specified for such deductions, the dues shall be deducted from the next pay in which the employee has sufficient earnings, or a double deduction may be made from the first pay of the following week, provided, however, that the accumulation of dues shall be limited to two weeks.

The Employer shall remit dues and initiation fees to the Union on or before the 15th day of the month following the month in which the dues are deducted, together with a list showing the employees for whom the deductions were made and the amount deducted.

Failure of an employee to pay or tender normal initiation or dues as required by this Agreement shall, upon the request of the Union in writing, result in the termination of such employee within fifteen (15) days, provided a replacement is available. Termination under this Article shall be within thirty (30) working days under any circumstances.

The Union shall indemnify and save the Company harmless against any and all claims, suits, or other forms of liability that shall arise out of or by reason of the action taken or not taken by the Company for the purpose of complying with any of the provisions of this section.

## **ARTICLE II – PURPOSE**

- 2.1 Whereas the general purpose of this Agreement is to promote the mutual interests of the Company and its employees and to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production, the parties to this Agreement hereby agree to cooperate fully for the purpose of preventing and adjusting misunderstandings by establishing rules and minimum wage rates based on the standard of "a day's work for a day's pay."
- 2.1.1 This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding, arbitration award and/or past practices.

## **ARTICLE III - MANAGEMENT RIGHTS**

- 3.1 Except as otherwise specifically limited by the express provisions of this agreement, the employer retains the exclusive right to manage its operations and to direct the work force as it sees fit, which includes, but is not limited to, the right to establish and require standards of productivity and performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit or curtail the whole or any part of the operation; to subcontract work; to select, hire, classify, assign, promote, transfer, discipline, demote or discharge employees; to determine the fact of lack of work; to lay off and recall employees; to require overtime work of employees; to promulgate and enforce rules, regulations and personnel policies and procedures, provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific express provisions of this agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and cannot be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

- 3.2 The Lamar *Substance Abuse and Contraband Policy* and any changes to that policy are incorporated within this Agreement as though wholly written herein. Prior to the implementation of a change in the drug/alcohol testing policy of the Company that is not mandated by law, the Company will provide thirty (30) days advance written notice to the Union prior to the effective date of the change. A positive drug and/or alcohol test will result in termination. In the event an employee is terminated for a positive drug and/or alcohol test the only issue that may be grieved and/or arbitrated is whether the test was, in fact, positive. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement.
- 3.3 The rights of management as provided in this Article III as well as in the rights granted management elsewhere in this Agreement shall be deemed to be part of the status quo that will continue after the expiration of this collective bargaining agreement. Such status quo and said management rights shall remain in effect until a new contract has been reached establishing different management rights or until the contract has been changed by other lawful means.
- 3.4 The parties expressly recognize the Employer has the sole and exclusive right to decrease the inventory which is maintained by Lamar Advertising of Seattle by selling inventory to, or trading inventory with, another outdoor advertising company.
- 3.5 In the event that the affected employee does not desire to bump to another job or is unable to do so for any reason, the Company shall pay COBRA premiums for the employee for thirty (30) days following the employee's layoff.
- 3.6 The parties agree the Company shall bargain over any decision to terminate all or part of its operations only to the extent that such bargaining is required by law.
- 3.7 It is understood by Lamar Advertising of Seattle ("Employer") and Laborers' Local Union 242 ("Union") that enhanced stability of work hours is desirable, and that employees and the Employer may mutually gain when the Employer has the flexibility to assign alternative or different tasks outside of bargaining unit work classification.

Therefore, the Employer and the Union agree that the Employer may temporarily assign employees from the Construction Laborer job classification to perform other duties identified by the Employer in other departments as it deems necessary, rather than lay off employees. (In this regard, the reassigned employee shall continue to receive the employee's Construction Laborer straight time hourly rate of pay.)

Similarly, for employees from other work classifications not represented by the Union in Construction Laborer duties, the Employer may temporarily assign such other employees to perform Construction Laborer duties identified by the Employer as it deems necessary, rather than lay off such other employees (with such employees continuing to receive the Non-Construction Laborer Department straight time hourly rate of pay.)

It is agreed that such temporary assignment of other employees to Construction Laborer Department duties cannot be made while any regular status Construction Laborer Department employee is laid off for lack of work.

#### ARTICLE IV - DISCIPLINE AND DISCHARGE

4.1 The Employer shall have the right to maintain the discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline an employee for just cause. The following shall constitute causes for discharge and their enumeration here is by way of illustration and shall not be deemed to exclude or restrict the Employer's right to discharge for any other just cause:

- (a) Fighting on Company property.
- (b) Possessing intoxicants, illegal drugs, and/or drug paraphernalia on Company property.
- (c) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances on Company property.
- (d) Sale of drugs on Company property or while on duty whether on or off Company property; sale of drugs to other Company employees whether on or off Company property.
- (e) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances off Company property and then returning to work.
- (f) A positive laboratory test result establishing the presence in the employee's bodily system of illegal drugs, controlled substances, alcohol or the presence of lawful over-the counter or prescription drugs at a level higher than the manufacturer's or doctors recommended dosage.
- (g) Insubordination.
- (h) Dishonesty.
- (i) Working for any media company that competes in any way with Lamar-Seattle or performing any outside work without the prior approval of the General Manager.
- (j) Refusal to use the materials or equipment received from or delivered by another employer whose employees are locked out or on strike.
- (k) Conviction of a felony, to the extent permitted by law.
- (l) The possession of guns or weapons of any kind on Company property or while the employee is on duty and/or representing the Employer, whether on or off Company property.
- (m) Sexual harassment.
- (n) Secretly recording (visually, aurally, and digitally) Supervisors and/or coworkers.

- (o) Failure to maintain a valid license.
- (p) Failure to maintain a valid Commercial Driver's License, Crane Certification or any other certification required by the Employer

Other rules for which an employee may be disciplined, up to and including discharge are set forth in the *Lamar Employee Handbook*, *Lamar Safety Policy* and the *Lamar Substance Abuse Policy*.

In the case of any offense for which an employee may be discharged, the Company may, in its sole discretion, and on a non-precedent setting basis, impose a lesser penalty.

The Employer will give the employee written notice of the discharge or suspension. The Employer will give prompt notice of discharge, discipline or suspension to the Union.

Except as otherwise set forth in this Agreement, the Union shall have the right to challenge the propriety of any discharge or disciplinary action and may present the matter as a grievance to be settled under Grievance Procedure and Arbitration Articles of this Agreement.

In addition to the infractions expressly listed in Section 4.1 of this Article, the Employer shall maintain the right to publish and enforce reasonable work rules and rules of conduct and safety, which it deems appropriate for the effective operation of this Business. Upon two (2) weeks written notice to the Union, these rules may be established, released, modified or amended. It is understood that Union representatives will have the opportunity to discuss said rules.

Employees should have no expectation of privacy when on Employer property, or while on duty whether on or off Employer property, insofar as it involves the Employer's reasonable right to search lockers, desks, vehicles, lunch pails/boxes, brief cases, purses, computers or electronic mail, to investigate possible violations of Employer rules and policies. A refusal of an employee to cooperate in any such investigation shall be deemed to be insubordination and, therefore, cause for discipline and/or discharge.

## **ARTICLE V - NO STRIKES/NO LOCKOUTS**

- 5.1 There shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, picketing, any acts honoring a picket line or any other acts that interfere with the Company's business, including but not limited to the Company's operations, the production or sale of its products or services, or any Company sponsored events or meetings, during the term of this Agreement by the union, its officers, agents and members, or by the employees.
- 5.2 The Union agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Union, the Union and its officers, agents, and representatives will make every good faith effort to end such activity.
- 5.3 The obligations, rights, and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including any grievance and/or arbitration provisions.
- 5.4 Any or all employees participating in any activity proscribed herein shall be subject to disciplinary action, including discharge.

- 5.5 The Company shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article. The Company and the Union do hereby expressly agree that any strike or other proscribed activity is and shall be deemed to be over a dispute with the Company by an employee or group of employees involving the interpretation or effect of this Article and shall be immediately enjoined by any court of competent jurisdiction. Should the National Labor Relations Board or the courts find that the Union has violated this Article, it agrees to be liable for compensatory damages and for all of the Company's costs, including attorney's fees, incurred in halting the strike and/or in collecting damages.
- 5.6 The Employer agrees it will not lock out employees during the term of this Agreement.

#### **ARTICLE VI - WORKING HOURS AND OVERTIME**

- 6.1 The Employer has the right to establish workweeks, work days, work hours, shifts and/or schedules as it deems necessary.
- 6.2 One and one-half times (1.5) the straight time hourly rate shall be paid as overtime for all time worked in excess of forty (40) hours in any designated work week [seven (7) calendar days]. There shall be no pyramiding of premium pay and/or overtime pay.
- 6.3 Work performed on holidays, as designated under Section 7.2 of this Agreement, shall be paid for at two (2) times (2x) the straight time hourly rate, which includes the holiday pay.
- 6.4 There shall be two (2) paid ten (10) minute rest periods [one (1) for each half of the workday] and one (1) nonpaid thirty (30) minute meal period scheduled by the Employer per normal workday of eight (8) or more hours.
- 6.5 The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration shall be given to employees regularly assigned to the work to be performed in overtime situations.
- 6.6 Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour break for lunch. This lunch shall not begin earlier than three and one-half (3½) hours after the start of the shift. If not allowed time to eat lunch, employees will be paid an additional one-half (1/2) hour.
- 6.7 Employees required to work more than three (3) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. If not given the one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked.
- 6.8 Employees required to work more than six (6) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. If not given the one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked.



## ARTICLE VII -HOLIDAYS

- 7.1 The following days [to be observed on days designated by the Employer's personnel policies] shall be recognized as paid holidays:

New Year's Day (January 1)  
Good Friday  
Memorial Day (4<sup>th</sup> Monday - May)  
Fourth of July (July 4)  
Labor Day (1<sup>st</sup> Monday - September)  
Thanksgiving Day (4<sup>th</sup> Thursday - November)  
Day After Thanksgiving (4<sup>th</sup> Friday - November)  
Christmas Day (December 25)

In addition, each employee will receive one (1) floating holiday per year; this holiday will be scheduled by mutual agreement of the employee and the Employer.

If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, the Employer will select either the following Monday or the preceding Friday as the designated holiday. (To qualify for any holiday pay, the employee must work the employee's last scheduled workday before and the first scheduled workday after the holiday).

- 7.2 If a regular status full-time employee does not work on a holiday, he/she will receive eight (8) hours pay at the employee's straight time hourly rate. If an employee works a holiday, he/she will receive the eight (8) hours holiday pay plus straight time for all hours worked.

## ARTICLE VIII - WAGES AND CLASSIFICATIONS

- 8.1

	June 8, 2017
Laborer	\$28.65
Crew Leader	\$31.74

Wage/Pension Contribution increases (combined) under this Agreement shall be as follows:

1 <sup>st</sup> Year	3%
2 <sup>nd</sup> Year	3½%
3 <sup>rd</sup> Year	4%

The Union shall let the Employer know at least two (2) weeks before the anniversary dates of this Agreement how much of the annual increase will be designated as an increased contribution to the Pension Plan. Employees covered by this Agreement shall be responsible (through a corresponding reduction in wage increases) for any increased contributions to the Pension Plan.

- 8.2 New employees shall be hired, and shall progress to the Laborer Rate, according to the following schedule:

Start	\$19.00
Qualified Climber (within 60 calendar days	\$20.00
After 1 year	\$22.00
After 2 years	\$26.00
After 3 years	Laborer Rate

The Employer shall have the right, in its sole discretion, to hire a new employee anywhere on the above schedule if the employee has relevant experience.

To facilitate the performance of work by employees hired after June 1, 2018 and covered by this Agreement, the Company may, in its sole discretion, require various certifications and/or licenses to be obtained and maintained by employees covered by this Agreement.

Any employee covered by this Agreement who obtains the appropriate CDL, NCCCO certification and/or Digital Technician certification at the request of the Company, shall receive an additional \$1.00 per hour for each certification. This premium shall also apply to any other certification the Company may require.

#### ARTICLE IX - SAFETY & HEALTH

- 9.1 The conditions of the Washington Industrial Safety and Health Act shall prevail at all times.
- 9.2 Employees shall comply with all Employer safety policies and procedures, and equipment rules. Any violation will be just cause for discipline up to, and including, discharge. It is understood that a major safety violation (including, but not limited to, health and safety-threatening acts, such as unsafe forklift operation), is serious misconduct warranting discharge for just cause.
- 9.3 The *Lamar Safety Policy*, and any changes to it, are incorporated in this document as though completely written in this Agreement.

Employees are required to attend all monthly Safety meetings, unless excused in advance by the Vice President/General Manager.

- 9.4 In the event an employee becomes aware of an unsafe or hazardous working condition, the Employer shall be notified at once and on a form developed for that use and given to the Employer. The conditions will then be discussed at the Employer's next Safety Meeting.
- 9.5 No employee shall be required to perform a work assignment on a structure that cannot be performed in compliance with the Employer's safety rules and/or OSHA and/or the Washington Industrial Safety and Health Act.

Operations Management will inspect any unsafe condition reported by an employee under Section 9.3; it will then assess the situation and make any necessary repairs or adjustments it deems necessary to make the location safe.

If Operations Management determines that assignments cannot be performed safely on a particular structure, employees will not be assigned to that structure until Operations Management puts the structure into a safe condition.

#### **ARTICLE X - SICK LEAVE**

- 10.1 Each full-time employee shall accrue up to forty (40) hours of sick leave per year [three and one-third (3.33) hours per month of work] to be pro-rated based on actual time worked or paid leave time. Sick leave benefits can only be used by an employee on scheduled workdays in full work day increments [eight (8) hours at the straight time hourly rate pursuant to the employee's normal work schedule]. Accrued sick leave may be used for bona fide illness or injury. At any time, if the Employer suspects abuse, it may require an employee to provide a written physician's statement, satisfactory to the Employer, to establish bona fide illness, injury or fitness for duty. Sick leave is tracked through the Employer's payroll system and the accrued sick leave balance is reflected on payroll check records. Sick leave may only be used after it is earned and an employee has passed the probationary period. If an employee does not use all of the employee's allotted annual sick leave, the unused hours are carried to the next year. An employee continues to accrue sick leave from year to year up to a maximum of forty (40) hours.
- 10.2 Except for an emergency, each employee is required to notify the Department Supervisor or Manager of illness or injury at least one-half hour prior to the start of the employee's scheduled workday of any illness or injury that prevents the employee from working.
- 10.3 As to a prearranged health care appointment, a request for authorized sick leave use must be presented in writing to the Department Supervisor or Manager at least one (1) week in advance, unless (1) the employee has permission of a supervisor for less notice or (2) there is an emergency.  
  
The Employer shall review such requests based on its determination of scheduling needs. To the degree possible, an employee is to schedule a health care appointment outside normal work hours, or at the beginning or end of the day.
- 10.4 If an employee is injured on the job and on that day is taken to a doctor or hospital for medical treatment, the employee will receive his regular hourly rate of pay for the time spent in medical treatment on that initial visit.
- 10.5 Accrued sick leave must be used for any FMLA qualifying leave.
- 10.6 Any balance of accrued but unused sick leave is not payable at the end of employment under any circumstances.
- 10.7 Carryover of accumulated sick leave and all other administration of sick leave will be administered in accordance with Washington State law and in the event of a conflict between this Agreement and the law, the law shall be controlling.
- 10.8 Pursuant to Seattle Municipal Code § 14.16.120, Lamar-Seattle and Laborers Union No. 242 clearly and unmistakably waive application of the requirements of Seattle Municipal Ordinance 123698 to the employees covered by this Agreement.

## ARTICLE XI – VACATIONS

Each full-time employee shall be granted paid vacation benefits in accordance with the following schedule determined by years of service from most recent date of employment (up to the accrual amount shown to be prorated based on actual hours worked or paid leave time):

Years Employed	Vacation Hours Accrued Per Year	(Per Pay Period)	Maximum Accrual
1-5	80	(3.33)	120
5-10	120	(.5)	160
10	160	(6.66)	200
11	161	(6.6985)	201
12	162	(6.737)	202
13	163	(6.7755)	203
14	164	(6.814)	204
15+	165	(7)	205

Vacation can only be used by an employee on scheduled workdays in full workday increments [eight (8) hours or ten (10) hours at the straight time hourly rate pursuant to the employee's normal work schedule]. Vacation is tracked through the Employer's payroll system and the accrued vacation balance is reflected on payroll check records. Vacation may only be used after it is earned. If an employee does not use all of the employee's allotted annual vacation, the unused hours are carried to the next year and the employee continues to accrue vacation until the employee reaches the maximum accrual. Once an employee reaches this accrual limit, the employee will not continue to accrue vacation hours until the employee has used sufficient accrued vacation for vacation accrual to restart. Vacations will be granted at such times during the year considering the wishes and length of service of the employees, as well as the requirements deemed necessary by the Employer for its operations. When an employee is terminated from the Company's employment, the employee shall be paid accrued, unused vacation hours.

An employee is required to use vacation leave (after exhausting accrued sick leave) for any FMLA qualifying leave.

Employees shall have the opportunity to participate in the *Lamar Employees Stock Purchase Plan* under the same terms and conditions as all other Lamar employees.

## ARTICLE XII - PROBATIONARY PERIOD. DISCHARGE & SUSPENSION

A newly hired employee serves in a probationary period for ninety (90) days, after which time the employee shall be classified as a "regular status employee" under this Agreement. A probationary period employee shall only receive the benefits or protections specified in the Agreement for probationary period employees. A probationary period employee may be disciplined or discharged at the Employer's discretion. Such discipline or discharge cannot be grieved or arbitrated under this Agreement.

By mutual agreement of the Union and the Operations Manager, the probationary period may be extended to one hundred twenty (120) days.

### ARTICLE XIII - GRIEVANCE PROCEDURE & ARBITRATION

- 13.1 Any time either party wants to meet and discuss any issue, whether a grievance or not, the parties agree to meet and discuss the matter.
- 13.2 A grievance is defined as an alleged breach by the Employer of the express, written terms and conditions of this Agreement.<sup>1</sup> If any such grievance arises during the term of this Agreement, it shall be submitted to die following grievance procedure.
- 13.3 Time limits set forth in the following steps may only be extended by mutual written or oral consent of the parties hereto. If an employee or the Union fail to timely process a grievance at any step of this grievance procedure it shall make the grievance null and void and incapable of further processing. Should die Employer fail to timely meet or respond to a grievance at any step of this grievance procedure, it shall automatically move it to the next step of the procedure.
- Step 1: The employee(s) will attempt to resolve the grievance by discussion with his supervisor within ten (10) calendar days of the time of the events giving rise to the grievance (either with or without a Union Representative as the employee shall elect) in an attempt to settle the grievance. If not settled, the employee(s) have the right to go to Step 2.
- Step 2: The employee and/or Union Representative shall attempt to resolve the problem immediately by submitting a written grievance to the employee's Operations Manager no later than fourteen (14) calendar days from the date when the employee knew or should have been aware of the facts that constitute the grievance. The Operations Manager shall have seven (7) calendar days to meet with the employee and/or Union Representative to seek to adjust the grievance.
- Step 3: If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the grievance to arbitration by serving notice in a letter to the Employer's President (or designee) within fourteen (14) calendar days following the Step 3 meeting or, if Step 4 is utilized, within fourteen (14) calendar days following the date of the grievance mediation session(s) at FMCS.

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement upon the name of the arbitrator from a list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service.

If they cannot mutually agree, the arbitrator will be selected by the parties alternately striking names.

Jurisdiction of the arbitrator selected shall be limited to:

- (a) Adjudication of the issues which, under the express terms of this Agreement and/or any mutually agreed upon Submission Agreement, which is entered into between the parties hereto are subject to submission to arbitration; and
- (b) Interpretation of the specific terms of this Agreement, which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or any so-called "common law of the shop;" and

- (c) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or conflicts with the provisions of this Agreement; and
  - (d) The rendition of a decision or award, which is not retroactive to a date preceding the date of the written grievance, upon which the decision or award is based.
  - (e) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement, except as otherwise mutually agreed upon by the parties hereto; and
  - (f) The rendition of a decision or award in a discharge or disciplinary layoff case which adjudicates only the guilt or innocence of the employee(s) involved and which in no way modifies or amends the penalty imposed, provided that if the arbitrator finds that the employee(s) was not discharged or disciplined for cause, any award of back wages shall be limited to the amount of regular straight-time wages the employee would otherwise have earned from his employment with the Company during the period limited by subparagraphs (d) and (e) above, less any unemployment compensation and compensation for personal services that he may have received or be entitled to from any source during such period or any compensation or assistance from any state or federal government agency; and
  - (g) The rendition of a decision or award in writing which shall include a statement of the reasons and grounds upon which such decision or award is based; and
  - (h) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs of the parties; and
  - (i) The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties.
- 13.4 Any dispute, which arises under the Agreement but which is based on events that occur after its expiration, is expressly excluded from the jurisdiction of the arbitrator and is in no way arbitrable under this Agreement.
- 13.5 No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his decision and award in writing.
- 13.6 The decision of the arbitrator within the limits herein described shall be final and binding upon the Company, the Union, and the employee(s) affected, subject to judicial review.
- 13.7 Only grievances, which involve an alleged violation by the Company of a specific section or provision in this Agreement and which are processed in the manner and within the time limits herein provided, shall be subject to arbitration. Notwithstanding any other provision of this Agreement, no grievance shall be arbitrable and no right of action shall accrue to the Union or any employee under this Agreement with respect to any matter involving the administration, interpretation, or application of any insurance plans or any other fringe benefit not mentioned in this Agreement in which employees covered by this Agreement are eligible to participate.

- 13.8 All fees and expenses of the arbitration, including the cost of a transcript if requested by either party and the hotel room in which the arbitration hearing is held, shall be equally divided by the parties. Each party will bear its own legal expenses and costs incidental to witnesses.
- 13.9 **Arbitration/Litigation Waiver.** If an employee files a lawsuit, complaint, or charge with any local, state, or federal agency that deals with safety (Section 10.1) or discrimination, then any similar allegations as to a possible grievance under this Agreement shall not be subject at any time to the grievance and arbitration procedures set forth in the Agreement. If an employee does not take such action, then a grievance based upon alleged violations of Article 20 or any article concerning discrimination may be processed pursuant to this Agreement. The parties acknowledge that such a grievance right helps ensure a timely and efficient resolution of employment concerns, and further agree that this right is offered in lieu of the right to litigate or file safety or discrimination actions with the appropriate governmental agencies or the courts. If the employee or the Union elects to file such a grievance rather than resort to legal remedies under various laws or regulations, then the employee involved and Union shall so indicate at the time the grievance is to be referred to arbitration under this Agreement by signing a written waiver forever waiving the right to file the same or related complaint or charge with any governmental agency or in the form of a private lawsuit in court. Failure to sign such a waiver shall relieve the Employer of its obligation to consider the grievance further, making null and void and not capable of arbitration under this Agreement.

#### ARTICLE XIV - HEALTH INSURANCE AND PENSION

- 14.1 **Health & Security.** For Health & Security Fund purposes, the Employer is participating in the "Flat Rate" program for health insurance provided through the Northwest Laborers-Employers Health and Security Trust Fund. The Employer shall contribute for each eligible employee (who received compensation for eighty (80) hours or more in the previous month) eighty percent (80%) of the total monthly cost of \$775.00 (with each covered employee paying any premium balance difference through payroll deduction) to continue the current health insurance program benefits. The Trust Agreement, as amended, shall become a part of this Agreement. The details of the Health & Security Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatories to the Trust Agreement of the aforesaid Trust Fund. The Union agrees that during the life of this Agreement it shall not request and there shall be no increase in benefits under these programs. Every May the Union shall report to the Employer on the status of the health insurance program, and the premium rates will be reassessed by July of each year. (Any increase in premiums resulting in a premium balance difference shall be borne by employees through payroll deduction.) Contributions will be made on the same form as Health & Security payments.
- 14.2 Under this Agreement, the Employer and employee contribution ratio shall remain "80/20" [with the Employer paying eighty percent (80%) and each employee paying twenty percent (20%) of the total monthly contribution rate for each plan.] The Employer and each employee shall divide any future rate increase(s) to maintain benefits, so that the ratio of payment by the Employer to the employee remains at "80/20" for that plan(s) [with the Employer paying eighty percent (80%) and each employee paying twenty percent (20%) of the total monthly contribution rate for each plan.]

- 14.3 **Pension.** It is agreed that the employer employing employees covered by this Agreement shall contribute a sum, as listed in Schedule "A," for each hour worked by all employees performing work covered by this Agreement, regardless of union membership. Said contributions shall be made to the Western Washington Laborers-Employers Retirement Fund ("Pension Fund") in the manner set forth in the Trust Agreement of the said Trust Fund. The details of the Retirement Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union or a regular paid employee of the Union. Each trustee appointed for the Employer after June 1, 2003 shall be a member with assigned bargaining units of an affiliated firm of the Chapters that is making regular contributions on compensable hours to the Trust, or a regular paid employee of the Chapter of the Associated General Contractors of America, Inc. The Trust Agreement, as amended, shall become a part of this Agreement. Contributions will be made on the same form as Health & Security payments.
- 14.4 **Right to Information.** As a contributor to the Trust Funds in this Article, the Employer is entitled to full information on the action of the trustees and the operation of the Trusts.
- 14.5 **Trust Agreements.** The individual Trust documents are part of this Agreement as if included herein, but may be amended during the term of this Agreement, and such amendments when adopted by the Employer and the Union shall also become part of this Agreement.

#### **ARTICLE XV - LEGAL COMPLIANCE**

- 15.1 Should any part hereof, or any provision herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. The remaining parts or provisions shall remain in full force and effect.
- 15.2 Eligible employees under the Family and Medical Leave Act (FMLA) may take up to twelve (12) weeks leave pursuant to law and regulation. This Agreement supersedes the Employer Handbook regarding paid leaves. Employees may be required by the Employer to use accrued sick leave and vacation as appropriate for such FMLA leave, with the balance of such leave to be unpaid.

#### **ARTICLE XVI - ENTIRE AGREEMENT**

- 16.1 The Employer shall not be bound by any requirement that is not stated in this Agreement. The Employer is not bound by any past practices of the Employer or understanding with any labor organization, unless such past practice or understandings are stated in this Agreement.
- 16.2 The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects and, that during the term of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.



## **ARTICLE XVII -MANAGERS**

- 17.1 The operation of and the authority and control over—the Construction/Rotate Department shall be vested exclusively in the Company through its representatives, the Managers. Managers shall have the right to perform any and all work in the bargaining unit. The performance of bargaining unit work by Managers shall in no way change the fact that they are excluded from coverage under the Collective Bargaining Agreement and all of its terms, including Article XIV, Health & Security, and Pension. The term "manager" shall be synonymous with the term "supervisor" in Section 2(11) of the National Labor Relations Act, as amended.

## **ARTICLE XVIII - AMERICANS WITH DISABILITIES ACT**

- 18.1 The Company and Union shall discuss, and attempt to come to agreement, with respect to any reasonable accommodation an employee may request with respect to the Americans with Disabilities Act. If agreement is not possible, the Company shall have the right, in its sole discretion, to take whatever action it deems necessary to comply with the Americans with Disabilities Act, including but not limited to discussing reasonable accommodations directly with employees with disabilities.
- 18.2 Any management decision made under this Article shall be specifically excluded from the grievance and arbitration provisions of this Agreement

## **ARTICLE XIX - BULLETIN BOARD**

- 19.1 The Company agrees to provide a bulletin board that may be used by the Union for posting notices approved by the Company and restricted to:
- (a) Notices of Union meetings.
  - (b) Notices of Union elections.
  - (c) Notices of Union appointments and the results of Union elections.
  - (d) Notices of Union recreational and social affairs.
  - (e) Other notices concerning bona fide Union activity such as: cooperatives, credit unions, health & welfare information, pension information and unemployment compensation information.
- 19.2 There shall be no other general distribution or posting by employees of any kind of literature upon Company property other than as herein provided or as permitted by law.

## **ARTICLE XX - NO DISCRIMINATION**

Lamar Advertising of Seattle and the Union agree that an employee's work performance is the foundation of the individual's employment status. It is therefore agreed that neither Lamar Advertising of Seattle, nor the Union, will discriminate on the basis of the non-meritorious factors of race, color, sex, religion, age, disability, marital status, national origin, membership or non-membership in the Union, or sexual orientation.

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

#### **ARTICLE XXI - UNION REPRESENTATIVES**

- 21.1 The Union will not hold and/or conduct any elections and/or meetings of any kind whatsoever on Company time and/or property.
- 21.2 Grievances shall not be processed on Company time without the consent or request of an official of the Company, and no employee shall leave his job to process a grievance without first obtaining the permission of his supervisor; nor shall any employee engage in Union activities, including the collection of dues or the solicitation of memberships, during his work time or on Company time.
- 21.3 Accredited representatives of the Union may visit the plant for the purpose of investigating pending grievances (provided that such grievances are of a nature that investigation and observation will assist in their determination) and for the purpose of discussing them with management as provided in Article XIII hereof. Union representatives shall not interfere in any way with the progress of the work upon such visits. Union representatives desiring to avail themselves of this privilege must first obtain the permission of the Operations Manager, which shall have the right to make reasonable regulations concerning the time of such visits and the areas of the plant in which such representatives may go.

#### **ARTICLE XXII - BEREAVEMENT**

Employees will be entitled to three (3) days bereavement pay [eight (8) hours or ten (10) of straight time pay per day pursuant to the employee's regular work schedule] in lieu of work upon the death of the employee's mother, father, spouse, domestic partner, son, daughter, step child, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents, and persons for whom the employee is the legal guardian.

Four (4) hours off with pay for regular or probationary employees will be granted to attend the funeral of another employee.

#### **ARTICLE XXIV - DURATION AND TERMINATION**

This Agreement shall remain in full force and effect from June 8, 2018 through June 7, 2021 and thereafter from year to year, unless one party or the other gives notice, in writing, at least sixty (60) days prior to the expiration of this Agreement to terminate the Agreement or modify its terms.

ARTICLE XXIV – EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement, and it shall be effective by its terms as of the date noted below.

LAMAR ADVERTISING OF SEATTLE

LABORERS' LOCAL UNION 242

Signature 

6/8/18  
Date

Signature 

6/8/18  
Date

## **Schedule "A"**

The parties Agree to make the following contributions to the Western Washington Laborers-Employers Retirement Fund as indicated:

Effective June 8, 2018

\$2.84

Effective June 8, 2019

Subject to allocation by May  
24, 2019

Effective June 8, 2020

Subject to allocation by May  
24, 2020