

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MOUNT VERNON

AND

GENERAL TEAMSTERS LOCAL NO. 231

REPRESENTING EMPLOYEES OF:

WASTEWATER UTILITY  
COLLECTIONS UTILITY  
MAINTENANCE SHOP  
STREET DEPARTMENT  
SOLID WASTE SERVICES  
PARK DEPARTMENT

**January 1, 2013 through December 31, 2015**

## Table of Content

<u>Article Number</u>	<u>Title</u>	<u>Page Number</u>
Article 1	Preamble	3
Article 2	Recognition	4
Article 3	Union Security	4
Article 4	Union/Management Relations	4
Article 5	Non-Discrimination	4
Article 6	Payroll Deduction	5
Article 7	Management Rights	5
Article 8	Policies and Procedures	6
Article 9	Hours of work	7
Article 10	Wages	8
Article 11	Sick Leave	9
Article 12	Funeral Leave	9
Article 13	Leave of Absence (without pay)	10
Article 14	Holidays	10
Article 15	Vacations	11
Article 16	Personnel Reduction	12
Article 17	Vacancies and Promotions	12
Article 18	Equipment	14
Article 19	Grievance Procedure	14
Article 20	Health and Welfare	15
Article 21	Jury/Witness Leave	16
Article 22	Military Leave	16
Article 23	Strikes	16
Article 24	DRIVE Program	17
Article 25	Teamster Pension	17
Article 26	Saving Clause	17
Article 27	Duration of Agreement	17
Addendum "A"	Wage Scale	19

## Article 1 - Preamble

This agreement is entered into by and between the City Of Mount Vernon, hereinafter referred to as the Employer, and General Teamsters Union Local 231, representing the city employees, excluding supervisors, in the following departments, Wastewater Utility, Collections, Maintenance Shop, Street Department, Solid Waste Department and Park Department. Individuals of the Union will be referred to as Employees. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and Union; to provide for equitable and peaceful adjustment to differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

### 1.1 Definitions:

"Employee" - a person occupying a position and who is paid a salary for services rendered.

- A. "Full-time Employee" - a salaried Employee who is employed an average of forty (40) hours per week.
- B. "Regular Part-time Employee" - an employee who regularly works less than forty (40) hours per week but not less than 20 hours per week.
- C. "Non-regular Part-time Employee" - an employee who regularly works less than twenty (20) hours per week or who occupies a position on a temporary basis consisting of less than five (5) months in any twelve month period. Non-regular Part-time Employees will receive no benefits under provisions of this union contract except for Industrial Insurance coverage through the Washington State Department of Labor and Industries.
- D. Probationary Employees: Probationary employees are defined as those employees who received a probationary appointment in writing to fill a vacant budgeted full-time or regular part-time position and who have served six (6) calendar months or less of service. Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the City provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period. During this "Probationary period" Management may terminate employment without cause.
- E. Immediate family member or close relative shall mean the employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson or granddaughter, aunt, uncle, step-mother, step-father, step-son and step-daughter.
- F. "Department Head" shall refer to the Director of Public Works and/or the Director of Parks and Recreation or either Director's designee.
- G. "Extended Seasonal- Non-regular City employee"- Employees who work up to 40 hours per week for a period not to exceed nine (9) months. Work hours and

schedule may vary depending on work assignment. This position is not eligible for benefits (with exceptions of Retirement) or routine overtime.

- H. "Routine Overtime" – All scheduled overtime and any other overtime caused for reasons other than emergency or unforeseen circumstances.

## **Article 2 – Recognition**

**2.1** The City recognizes General Teamsters Union Local 231 as the exclusive bargaining representative for regular full-time and regular part-time employees, other than Supervisors listed in Article I.

**2.2** When mutually agreeable, official Union representatives shall be allowed time away from their duty stations without loss of pay when attending meetings with the Employer. Such representatives shall first obtain permission from their Supervisor before leaving the job.

## **Article 3 - Union Security**

**3.1** All Employees covered by this agreement shall within thirty one (31) days after employment with the City or thirty one (31) days after signing this agreement, whichever is first, be or become members of the Union, and shall thereafter tender dues and initiation fees uniformly required as a condition of membership. Such employees who through the rights of non association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall pay an amount equivalent to regular union dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay dues and initiation fee. The employee shall furnish written proof to the Union that such payment has been made. If the employee and bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

## **Article 4 - Union/Management Relations**

**4.1** All collective bargaining with respect to all Articles within the scope of this contract shall be conducted with the employer and by authorized Union Representatives.

**4.2** No employees shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer or representative of the Union or serving on a Union Committee.

## **Article 5 - Non-Discrimination**

**5.1** The concept of equal opportunity employment is a necessary element of this contract and an appointment to or removal from City employment shall not be affected by race, religion, sex, national origin, marital status, age, political affiliation; or physical, mental, or sensory handicap, unless based upon a bona fide occupational qualification.

5.2 Where masculine or feminine gender has been used in any classification or provision of this agreement, it shall be deemed to refer to either or both sexes and is not intended and shall not be deemed to limit job eligibility or the application of any provision of this Agreement to members of either sex.

## **Article 6 - Payroll Deduction**

6.1 The Employer agrees to deduct twice each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees who individually request in writing, that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Secretary-Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

## **Article 7 - Management Rights**

7.1 Any and all rights concerned with the management and operation of the operational departments are exclusively that of the Employer unless otherwise provided for in the terms of this Agreement. The Employer has the right to determine the level of service provided to the Public.

- A. The Employer has the authority to adopt rules for the operation of the departments and the conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or applicable law.
- B. The Employer has the right to discipline, temporarily lay off, suspend with or without pay, or discharge employees for reasonable and just cause, assign work and determine duties of employees, schedule hours of work, determine the number of personnel to be assigned duty at a given time and perform all other functions not otherwise expressly limited by this Agreement or applicable law. Provided, however, no employee shall be suspended or discharged without a prior written warning notice, a copy of which shall be placed in the personnel file and provided to the employee and the Union. Such warning notices shall be removed from the personnel file of the employee after a period of 18 months if no such event reoccurs. In the event an employee's actions are of a severe nature, illegal or in violation of the drug and alcohol policy, such prior written notice may be waived. Examples of severe nature are as follows, but may not be all inclusive:
  - 1. Misrepresentation or withholding pertinent facts in securing employment.
  - 2. Unauthorized use or possession of City's facilities/property. Unauthorized use of position with the City for personal gain or advantage. Accepting unlawful gratuities or bribes. Lying.
  - 3. Smoking in any unauthorized posted area or creating fire hazards in any area.
  - 4. Unauthorized recording of another employee's time record. Both employees' can be subject to disciplinary action.

5. Disorderly conduct on the premises, rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees. Immoral conduct while on duty.
6. Negligence or insubordination, including a refusal or failure to perform assigned work. Concealing defective work.
7. Failure to observe safety practices, rules, regulations, and instruction. Negligence that results in the injury to others. Failure to wear required safety clothing and equipment.
8. Dishonesty or theft, including deliberate destruction, damage, or removal of the City's, or other's property from the premises, or any job site.
9. Possession, use, sale, or being under the influence of alcohol and controlled substances while on City business. The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such employee has given his/her Supervisor prior notice of such use and/or possession and such use does not impair safe/and or efficient work performance.
10. Engaging in criminal conduct, acts of violence, or making threats of violence toward anyone on the City premises. Fighting or provoking a fight on City property. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.

7.2 In the event the Employer determines to privatize any services currently being performed by bargaining unit employees, the Employer agrees to meet with the Union to negotiate the impact on the affected bargaining unit employees prior to such privatization.

## **Article 8 - Policies and Procedures**

8.1 The Union agrees that its members shall comply with all respective department policies and procedures, including those relating to conduct and work performance. The Employer agrees that departmental policies and procedures which affect working conditions and performance shall be subject to the grievance procedure.

8.2 The Employer shall appoint a maximum of three (3) representatives and the Union shall appoint a maximum of three (3) representatives to sit as a committee to update policies and procedures of the respective departments covered by this agreement. This will be accomplished through mutual consent during the term of this Agreement.

8.3 **Drug and Alcohol Testing** – Applicable to all Commercial Drivers (CDL): As mandated by the Federal Department of Transportation Regulations (Omnibus Transportation Employee Testing Act of 1991) all City employee's, who must obtain a Commercial Drivers License, are

required to participate in the City's Drug and Alcohol Testing Program. The complete Drug and Alcohol Testing Program is detailed in Addendum "D".

8.4 When a new position or vacancy occurs within any department covered under this Labor Agreement, consideration will be given by the City to such qualified employee/employees requesting inter-department transfers to such a new position. When filling a new position or vacancy, consideration will be given to the applicant's qualifications and seniority with the City. All new positions and vacancies within the bargaining unit shall be posted for the duration of the job announcement at all primary work sites.

## **Article 9 – Hours of Work**

9.1 The normal hours of work shall consist of five (5) eight hour shifts in a one (1) work week period Monday through Friday with the exception of the Collections Crew and Wastewater Treatment Plant which will work either four (4) ten (10) hour shifts or five (5) eight (8) hour shifts in a one (1) work week period as approved by the respective Department Head. The Streets and Parks Department employees may work the four (4) ten (10) hour shifts per week during daylight savings time as approved by the respective Department Head. The normal working hours for the Streets Department during non-daylight savings period will be 7:30 a.m. to 4:00 p.m. and the normal working hours for Parks Department employees during the non-daylight savings period will be 7:00 a.m. to 3:30 p.m. Any shift schedule change must be given to such employee by the Department Head ten (10) working days in advance of such change.

9.2 In the event of a Level II emergency situation, as defined by the City of Mount Vernon's Emergency Management Plan, the respective Department Head may enact a temporary shift change to insure that City services continue. Temporary emergency shift changes may not be extended past thirty (30) days.

9.3 Any hours worked over eight (8) in one day or over forty (40) in one (1) week shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. Overtime must be approved in advance by the employee's Supervisor.

9.4 Any hours worked over ten (10) in one day or over forty (40) in one (1) week shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay when working a four (4), ten (10) day work week. Overtime must be approved in advance by the employee's Supervisor.

9.5 Any time an employee is called back to work after a regular shift on a regular day off the employee shall be guaranteed a minimum of two and one-half (2 ½) hours pay at one and one-half (1 ½) times the employee's regular hourly rate of pay. Any time an employee is called back to work, on a holiday, the employee shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times the employee's regular hourly rate of pay.

- A. Defined. Employees who are ordered to return to their work site or another specified work site by the Department Head or a designated representative following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article. Termination of shift means that the employee has left the work premises.

Responses to phone calls or performing work at home shall not be considered call-back duty. Time spent in these tasks shall be considered actual hours worked.

Travel time to and from the work site shall not be considered time worked, unless the employee engages in productive work en route to the job site.

- B. Compensation. Employees who are called back one hour prior to their scheduled shift shall be compensated for the actual time worked with a minimum of two and one half (2 ½) hours of overtime compensation. Employees who are called back within one hour of their scheduled shift shall be compensated for actual time worked at the overtime rate (no minimum). Employees who are called back on a holiday shall be compensated for the actual hours worked with a minimum of four (4) hours of overtime compensation [one-half (1 ½) times the employees regular hourly rate of pay].

\*holidays start at 12:00a.m. on the observed holiday listed under Article 14, Holidays and end at 11:59p.m. on the observed day.

9.6 In lieu of compensation for overtime, the Employer may grant compensatory time off. Compensatory time may be accumulated up to a maximum of eighty (80) hours and may be carried over from one year to the next. No compensatory time off shall be allowed unless such time has been earned by the employee. The Department Supervisor shall approve the days on which compensatory time off will be taken.

9.7 Employees regularly assigned to work the second shift shall receive thirty-five cents (\$.35) per hour over their regular hourly rate. Employees assigned to work the third shift shall receive fifty cents (\$.50) per hour over their regular hourly rate. Provided however, that such assignments are for a duration of at least one (1) work week. The above shift differentials do not apply to overtime during these periods.

9.8 Employees required to carry a pager will be compensated at the rate of two dollars and seventy-five cents (\$2.75) per hour while required to be on call.

9.9 Employee work weeks shall be in accordance with the past practices of each department. However, with ten (10) workdays notice to the Union, temporary changes may be made for duration not to exceed forty-five (45) calendar days. Work weeks must conform to the Fair Labor Standards Act regulations regarding overtime.

9.10 Employees are entitled to one (1) fifteen (15) minute break in each half (1/2) shift to help them maintain safety, mental alertness and physical comfort. Constraints upon the use of rest breaks are as follows: (1) rest breaks are not intended to be used to extend lunch breaks or curtail work days, (2) rest breaks must be arranged so as not to interfere with City business nor should business be interrupted simply because it is rest time, and (3) breaks should be taken on or near the job site. Employees are entitled to one-half (1/2) hour unpaid lunch break usually mid-shift but no later than five (5) hour into the shift.

## **Article 10 - Wages**

10.1 Wages shall be as established on Addendum "A" attached hereto.

## **Article 11 - Sick Leave**

11.1 Accumulative sick leave with pay shall accrue to each employee at the rate of eight (8) hours per month and shall continue to accumulate while on paid sick leave or vacation. Total accumulation shall not exceed nine hundred and sixty (960) hours.

11.2 Full-time or regular part-time employees of the City may be permitted to remain away from their employment during such time as they are unable to properly perform their job due to illness or physical inability, or are needed to care for an immediate family member suffering an illness or physical inability for as many days as they have accumulated sick leave without loss of compensation. To be eligible for sick leave consideration, the employee must notify the Department Supervisor at least thirty (30) minutes prior to the beginning of the employee's scheduled work period. Sick leave in excess of three (3) successive days will not be granted unless a statement from the employee's physician is submitted to the Department Supervisor stating the nature of the illness or physical inability of the employee and the anticipated length of time required to be away from employment. It shall be the responsibility of the Department Supervisor to determine the validity of the sick leave request.

11.3 Sick leave pay shall be coordinated with the State Industrial Insurance Act or any other state or federal act whereby benefits are paid to an employee for sickness or injury; provided, however, that in no case shall the total of all such benefits exceed one hundred percent (100%) of the employee's regular rate of pay for any one (1) day.

11.4 Any portion of sick leave pay allowance not received by the employee by reason of such coordination shall be retained in the employee's accumulated sick leave bank.

11.5 Return to work/ Fitness for Duty- The parties recognize that employees have the responsibility to report to work fit for duty. To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City provided form of his or her fitness to perform the specific duties of his or her job or light duty alternative before returning to work after injury or illness.

11.6 Any employee that terminates employment that has five (5) consecutive years and leaves the City in good standing, may cash out fifteen percent (15%) of their unused sick leave hours at their current hourly rate of pay. Employees that have been with the City for at least twenty (20) consecutive years and leaves the City in good standing may cash out twenty percent (20%) of their unused sick leave hours at their current hourly rate of pay.

## **Article 12 - Funeral Leave**

12.1 In the event of the death of a member of the immediate family or close relative as defined in Article 1 (E), (or friend at the discretion of the Department Supervisor), employees shall be allowed to remain away from employment as follows:

- A. Up to three (3) days off with full pay if the funeral is held within the State of Washington, and three (3) additional days off with full pay to assist in the funeral arrangements or to attend services if services are held out of State.

12.2 All funeral leave shall be by notification and arrangement between the employee and the respective Department Supervisor.

### Article 13 - Leave of Absence (Without Pay)

13.1 An employee who desires a leave of absence without pay must submit a written request at least thirty (30) days prior to the commencement of the leave to the Department Supervisor. Upon recommendation of the Supervisor and approval of the Mayor, an unpaid leave of absence may be granted for a period not to exceed one (1) year. Such approval or denial shall occur within ten (10) days of receipt. The employee shall, before a leave without pay is granted, exhaust the appropriate leave accruals (sick leave or vacation leave) which are consistent with the circumstances/rational for the leave of absence.

13.2 If the leave is granted, the employee upon returning will be assigned the identical position occupied before the leave if:

1. The leave of absence was occasioned by illness or some other reason over which the employee had no control, and
2. The employee is capable of performing the job at the required level.

13.3 Where the leave of absence was occasioned by something over which the employee could control, such as travel, the returning employee will not necessarily be assigned to the identical position occupied before the leave was granted. However, provided a vacancy exists for which the employee is qualified, the employee shall be entitled to a position equivalent in duties and salary to that held at the time the request for leave was approved.

13.4 An employee on leave without pay status will cease to earn sick leave, vacation leave, seniority and City paid health benefits (except as otherwise provided under FMLA) when leave extends beyond a thirty (30) calendar day period of time.

The employee shall retain any accrued sick leave or vacation leave not exhausted per 13.1.

### Article 14 - Holidays

14.1 The following holidays shall be recognized and observed as paid holidays:

Floating Holiday .....	Two (2) days off at the employee's choice with supervisor's approval.
New Years Day .....	January 1
Martin Luther King Jr. Day .....	Third Monday in January
Presidents Day .....	Third Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	First Monday in September
Veteran's Day .....	November 11
Thanksgiving Day .....	Forth Thursday in November
Day after Thanksgiving .....	Friday after Thanksgiving Day
Christmas Day .....	December 25

\*Teamster employees that use thirty-two (32) hours or less of sick leave each year shall receive one additional floating holiday the following year.

14.2 Upon the successful completion of the probationary period, an employee may take a floating holiday at such time as is mutually agreeable to the employee and the department supervisor. If an employee is scheduled to work on a regularly scheduled holiday, the employee will be compensated at one and one-half (1 ½ ) times the employee's regular hourly rate of pay for all hours worked on the holiday in addition to holiday pay. The employee may choose compensatory time in lieu of the holiday pay.

14.3 If a designated holiday falls on a work day when an employee is scheduled to work a four/ten (4/10) hour work week, the holiday will be compensated at ten (10) hours to the employee at his/her regular hourly rate of pay. Management will make a good faith effort to find volunteers prior to requiring a member to work on a holiday. Management has the ability to determine staffing levels required and if there are not enough volunteers to meet that staffing level, employees will be required to work.

14.4 If a designated holiday falls on an employee's regular day off, straight time compensatory time will be awarded to the employee in lieu of holiday pay.

**Article 15 - Vacations**

15.1 Vacation with pay shall be calculated as stated in this Article to all permanent full-time and regular part-time employees and shall continue to accumulate, as well, while on paid sick leave and vacation.

0 to 4 years .....	6.67 hrs per month*
After completion of 4 years .....	10.00 hrs per month
After completion of 9 years .....	13.34 hrs per month
After completion of 15years .....	15.33 hrs per month
After completion of 19 years .....	16.67 hrs per month
After completion of 24 years .....	17.33 hrs per month

15.2 Vacations shall not be anticipated, and no unearned vacation pay shall be granted. Earned vacations shall be allowed to accumulate to a maximum of two times the employee's annual accrual. Vacation days accrued in excess of two times the employee's annual accrual over and above that earned in any one (1) year shall be credited to an employee only when vacation has been deferred at the request of the Department Head or due to heavy work load and when authorized by the Mayor. No vacation credit shall be granted during the original probationary period unless permanent employment is received. Each year, vacation time off will be granted on a seniority basis for all requests received between January 1<sup>st</sup> and February 15th. February 15th through the following February 14th will be recognized as the twelve (12) month time frame for the usage of vacation. Thereafter, vacation will be allowed on a first requested basis for the same aforementioned time frame. However, Department Supervisors may limit the availability and/or length of vacations to ensure adequate staffing.

15.3 If a holiday occurs during an employee's vacation, that day shall be counted as a holiday benefit, not a vacation day.

15.4 No employee shall receive compensation for unused vacation leave greater than two hundred forty (240) hours at the time of separation from the City. Leave in excess of this amount shall be taken prior to separation.

#### **Article 16 - Personnel Reduction**

16.1 The Department Supervisor, at the direction of the Mayor, shall lay off employees for lack of work or lack of funds. The employee shall be given at least sixty (60) days written notice before such a lay-off is effective. No employee shall be laid off while another person in the same position is employed on a trial or temporary basis. No bargaining unit member shall be laid off while another person in the same position is employed on a probationary or temporary basis. In determining which employee in any position is to be laid off, consideration is to be given to seniority and individual performance in the position to be affected. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

16.2 The Parties agree to protect and preserve work historically performed by employees covered by this agreement and work historically performed by work crews, volunteers and other non-bargaining unit employees.

16.3 Employees shall retain department seniority and recall from lay-off, for up to 24 months. The laid-off employee shall have the first right of refusal to fill a vacancy in his/her affected position. Employees must respond to a lay-off recall within seven (7) days of receipt of recall notice, and must report to work no later than fourteen (14) additional days. Failure to respond to a recall notice shall constitute forfeiture of recall rights; unless the employee has notified the Employer of his unavailability to respond for a specific period of time, not to exceed fifteen (15) days. Employees must notify the Employer of address and telephone number changes to permit appropriate recall notification. Recall notice shall be by certified mail, return receipt requested. All employee responses and notifications shall be in writing and addressed to the Human Resources Director.

#### **Article 17 – Vacancies and Promotions**

17.1 **Posting of Vacant Positions:** Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

The City will post a notice of the examination and accept applications for a minimum of ten (10) working days. Such notices shall be posted at various city work sites. Jobs will be posted in-house for ten days before posting to the outside. A waiver can be distributed for signature if an expedited process is needed and it is known that no internal candidates are interested in the position.

All applications will be collected directly by the Human Resources Department.

17.2 **Review Process:** The Employer shall first view internal applications. When a job vacancy is filled, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

If the Employer determines that no internal candidates meet the minimum qualifications or staffing need as stated on the job announcement, the Employer may consider the external

applicants in its recruitment process. The unsuccessful applicants will be able to have the City explain to them the reasons that they were not selected.

**17.3 Probation Period for an Employee in a New Job Classification:** Employees in a new job classification may be extended, with notification to the Union, to a maximum of six (6) additional months. In the event an employee does not successfully complete a new classification probation period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class, as and the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty four (24) months.

**17.4 Employees Seniority in a New Classification:** Bargaining Unit Seniority is defined as the amount of time an employee has been working for the City in the Teamster's Bargaining Unit. Bargaining Unit seniority will be used for determining the amount of leave an employee accrues.

Job Classification seniority is defined as the amount of time an employee has worked in a specific classification. Job Classification Seniority will be used to determine step increases with the exception of lateral transfers and demotions (see below). Seniority in classification will also be used to determine personnel reductions.

The order in which employees will be laid off shall be determined based on job classification seniority. When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, he/she may "bump" the least senior employee in that job classification within the bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position for which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination.

**17.5 Promotions – Salary:** At the time of promotion, employees will move to that step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probation period, and at least one year in the new classification, the employee's salary shall increase to the next step of the new range and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class.

**17.6 Lateral Transfer or Voluntary Demotions – Salary:** An employee that transfers to a classification in the same or lower pay range, the employee's salary will remain at their current salary until their current salary falls within the established pay range of the new classification. Step increases will be calculated using the employee's hire date vs. their new classification date.

## **Article 18 - Equipment**

**18.1** The Employer agrees to furnish, as needed, the prescribed rain gear, boots and gloves to employees as necessary. The Employer shall also furnish safety gear as required by state and federal regulations.

**18.2** The City agrees to select and provide jackets for the employees to be used during working hours.

**18.3 (Mechanics Only)** The City agrees to replace tools which are damaged, stolen, or need to be upgraded to perform the duties of the position which have been provided by the employee. The employee must provide documentation of the need to replace the item and proof that it has been replaced to their supervisor. The City will replace the items up to \$500 per year per employee provided there are sufficient budgeted funds available.

## **Article 19 - Grievance Procedure**

**19.1** Grievances or disputes, which may arise, including the interpretation of this agreement, shall be settled in the following manner: It shall be understood that all grievances and responses from the grievance procedure shall be in writing. The grievance shall include the following information:

- A. A statement of the grievance and the facts upon which it is based.
- B. The section of this contract and/or disputed areas to which the grievance relates.
- C. Remedial action requested.

Time periods between grievance steps may be extended by written mutual agreement by both parties.

Definition of days: Days, for the purpose of this grievance procedure, are defined as Monday through Friday, excluding holidays, Saturdays and Sundays.

**Step 1:** The affected employee shall present the grievance within ten (10) days of the alleged occurrence to his department supervisor or designee who shall attempt to resolve the grievance within five (5) days after it is presented. If the grievance is not resolved to the employee's satisfaction by the department supervisor, the employee may submit the grievance to step 2.

**Step 2:** The employee may submit the grievance to the Union Grievance Committee within twenty (20) days of the date of the alleged occurrence. The Union Grievance Committee shall, within five (5) days, determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

**Step 3:** Upon the determination by the Union Grievance Committee that a grievance does exist, the employee may resubmit the grievance to the department supervisor or designee who shall attempt to resolve the grievance. within five (5) days of its submittal. If the grievance is not

resolved to the satisfaction of the employee by the department supervisor, the employee may submit the grievance to step 4.

Step 4: If the grievance remains unresolved, the employee may submit the grievance to the Mayor within forty (40) days of its alleged occurrence. The Mayor shall attempt to resolve the grievance within ten (10) days of its submittal. If the grievance is not resolved to the employee's satisfaction by the Mayor, the employee may submit the grievance to step 5.

Step 5: The employee may submit the grievance to a Board of Arbitration consisting of three (3) persons. This board shall consist of a representative of the Union, a representative of the City, and a third member chosen by both parties. The Union and the City representative must be appointed and meet to select the third member within five (5) days of the Mayor's inability to resolve the grievance. The City and Union representatives shall have five (5) days to select the third member. If the parties cannot agree on a third member in this time, both parties agree to petition the Public Employment Relations Commission for a neutral arbitrator. Both parties agree that the Board shall meet to hear the grievance at the neutral arbiter's earliest convenience. Decision of the Board of Arbitration shall be final and binding upon all parties concerned.

**19.2 Cost of Arbitration:** Each party hereto will pay the expenses of the respective representatives. The expenses of the third member of the Arbitration Board shall be shared equally by the parties thereto.

**19.3 Prescribed Time Limitations:** The prescribed time limitations are designed to resolve grievances in a timely manner. It is incumbent upon the party initiating the grievance to adhere to the time limitations prescribed in Step 1 and 2 of the grievance procedure. Failure to submit a grievance in accordance with Step 1 and 2 of the grievance procedure shall constitute abandonment of the grievance. In the event the grievance is not resolved in the prescribed time limits set forth in Step 3 through 5, the grievance shall automatically proceed to the next step.

**19.4 Prescribed Grievance Procedure:** The steps outlined in the grievance procedure are intended to provide for the resolution of grievance by line of responsibility. Failure to submit a grievance in accordance with the process prescribed shall constitute abandonment of the grievance.

## **Article 20 - Health and Welfare**

**20.1** Employees and their dependents shall be offered three (3) Association of Washington Cities (AWC) Healthcare Plans: Health First (\$0 Deductable), Regence High Deductable Plan (with HRA offered by City), or Group Health (\$0 Deductable).

**20.2** In order to maintain employer paid medical, dental, vision and prescription drug benefits, employees must receive compensation for at least eighty (80) hours during the month. However, eligible employees may continue benefits at their own expense if their compensated hours are less than (80) hours.

**20.3** Effective January 1, 2013, the City will pay one hundred percent (100%) of the monthly premium amounts for enrolled employees and ninety percent (90%) of covered dependents premiums for the AWC High Deductable Plan. The City will pay 100% of the annual deductible for the employees and dependents. Any unused deductible amount will be transferred to an employee individual HRA account in the following year. In addition the City will pay 100% of

the covered eligible out of pocket expenses over \$1,000 per member or \$3,000 per family annually.

The City will pay eighty-six percent (86%) of the monthly premium amounts for employees and dependents enrolled in the Health First (\$0 deductible) or Group Health (\$0 deductible) Plans.

The City will pay one hundred percent (100%) of the monthly premium amounts for employee only coverage and ninety percent (90%) of the monthly premium for dependents covered under the WDS Dental Plan E (with ortho IV writer).

The City will pay one hundred percent (100%) of the monthly premium for vision coverage under the AWC VSP (\$0 deductible) plan.

**20.4** Teamster employees are allowed to participate in the City's Dual Insurance Incentive Program that was established by Ordinance # 824.

#### **Article 21 – Jury/Witness Leave**

**21.1** In the event a full-time employee is called for jury duty or is required to attend court as a witness, the employee shall be granted a leave of absence without loss of compensation. There shall be no reduction of accrued vacation or sick leave during the period such employee is actually serving as a juror or witness. In the event the employee is excused prior to the end of his/her workday, such employee shall report back to work immediately until again called by the Court. Any juror fee or any witness fee paid to the employee may be retained by the employee, provided, the employee may not receive compensation in excess of the fee paid to all witnesses generally or for services as an expert witness, and also receive paid leave under this section.

#### **Article 22 – Military Leave**

**22.1** An employee shall be entitled to and shall be granted military leave of absence from employment for a period not exceeding twenty-one (21) working days per military fiscal year (October 1 through September 30). In general, if military service extends beyond twenty-one (21) working days, the additional leave shall be unpaid. Such leave must be for the purpose of active duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled. The employee must furnish a copy of his/her orders to his/her Department Head prior to starting a tour of duty in order to receive full City pay for the period involved. Any language contained in this article that is inconsistent with Federal or State law, the law shall prevail.

#### **Article 23 - Strikes**

**23.1** The Union agrees that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of any of the departments for the duration of this Agreement, January 1, 2013 through December 31, 2015.

## **Article 24 - DRIVE**

The City shall deduct and transmit to D.R.I.V.E., IBT 25 Louisiana Avenue, N.W., Washington, D.C. 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contribution(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the City's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the City.

The City shall remit to D.R.I.V.E at the address above (1) check covering all deductions made in the prior month no later than the fourteenth (14<sup>th</sup>) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the City have been satisfied.

An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E and the City's payroll department. Such notices received by the City's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month.

IBT shall indemnify and hold harmless the City from any claims which may be made by employees arising out of or related to the application of this Letter of Agreement.

## **Article 25 – Teamster Pension**

**25.1** The bargaining unit shall have the right to divert a portion of their salary provided by this agreement to the Western Conference of Teamsters Pension Trust, on a monthly basis. The bargaining unit reserves the right to change the amount no more than once per year and also reserves the right to end the program with 30 calendar days prior notice to the City.

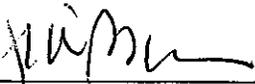
## **Article 26 -Savings Clause**

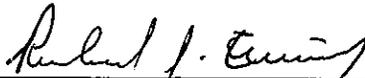
**26.1** If any of the provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this contract shall remain in full force and effect.

## **Article 27 – Duration of Agreement**

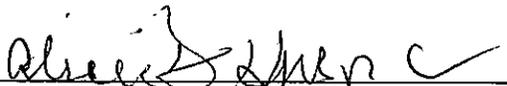
**27.1** The terms of this agreement shall become effective January 1, 2013 and shall remain in effect through December 31, 2015. This agreement may be modified by mutual consent of the Employer and the Union.

Signed this 5th day of March, 2013

  
\_\_\_\_\_  
Jill Boudreau, Mayor  
City of Mount Vernon

  
\_\_\_\_\_  
Rich Ewing, Secretary-Treasurer  
General Teamsters Local Union No. 231

Attest:

  
\_\_\_\_\_  
Alicia Huschka  
Finance Director

Approved as to form:

  
\_\_\_\_\_  
Kevin Rogerson  
City Attorney

## ADDENDUM "A"

### WAGE SCALE

A. Wages: Effective January 1, 2013 (wages reflect a 3% increase)

Job Title	Step	Monthly	Job Title	Step	Monthly
T-1 Laborer	1	2,464	T-7 Operator - WWU	1	4,021
	2	2,567		2	4,189
	3	2,674		3	4,364
	4	2,785		4	4,546
	5	2,902		5	4,735
	6	3,022		6	4,933
T-2 Driver/Collector Solid Waste	1	3,591	T-8 Asst Super – Solid Waste Lead Op - Streets Lead Op - Collections	1	4,129
	2	3,741		2	4,301
	3	3,896		3	4,482
	4	4,059		4	4,668
	5	4,228		5	4,862
	6	4,404		6	5,066
T-3 Parks Technician	1	3,626	T-9 Lead Op - WWU	1	4,167
	2	3,777		2	4,341
	3	3,934		3	4,522
	4	4,097		4	4,710
	5	4,268		5	4,907
	6	4,447		6	5,112
Lead Parks Technician		4,822			
T-4 Operator- Streets	1	3,694	T-10 Maintenance Foreman WWU	1	4,281
	2	3,847		2	4,460
	3	4,008		3	4,644
	4	4,175		4	4,838
	5	4,349		5	5,040
	6	4,530		6	5,249
T-5 Mechanic	1	3,911	T-11 Asst Super - Streets	1	4,425
	2	4,075		2	4,609
	3	4,244		3	4,800
	4	4,421		4	5,001
	5	4,604		5	5,210
	6	4,796		6	5,426
T-6 Operator - Collections	1	3,984	T-12 Asst Super - WWU Process Analyst	1	4,465
	2	4,151		2	4,650
	3	4,324		3	4,845
	4	4,504		4	5,047
	5	4,691		5	5,257
	6	4,887		6	5,477

Effective January 1, 2014 The City and the Union agree to a wage only reopener with a minimum increase of one percent (1%)

Effective January 1, 2015 The City and the Union agree to a wage only reopener with a minimum increase of one percent (1%)

B. Employees will progress from Step 1 through Step 6 as follows:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
0 - 1 Year	After 1 Year	After 2 Years	After 3 Years	After 4 years	After 5 years

C. Special Qualifications Premiums: Employees that possess advanced certifications or other desired and utilized skills may upon recommendation of their Supervisor be awarded a monthly premium of ninety-three dollars and seventy cents \$93.70 up to one hundred twenty-two dollars and sixty-eight cents (\$122.68) per month. Provided further that employees may receive up to one hundred and fifty-two dollars and twenty-six cents (\$152.26) per month for multiple certifications or skills. Fifty-eight dollars and fifty-eight cents (\$58.58) per month in addition to premium levels currently held for Class IV operator for other desired and utilized skills will be paid as well. The Special Qualification Premiums will remain status quo after the negotiations, however, the City and Union agree to form a labor management committee to address the issues that have been discussed in negotiations as a prelude for the next Labor Agreement.

D. Out of Class Pay: An employee who is temporarily assigned the duties and responsibilities of a higher level position (duties which are not within the normal duties of the employee's regular job class), for a period of four or more consecutive work days, shall be paid the hourly wage of that range assigned relative to the employee's current level in the employee's own pay range for hours actually worked out of class. The out of class pay will be retroactive to the first day the employee worked in the out of class pay assignment. Not less than one dollar twenty-five cents (\$1.25) per hour will be paid for an assignment to a higher classification. Streets employees that are assigned to operate a piece of equipment that is not within the normal duties of their job class will be paid out of class pay for all hours worked (four day threshold will not apply.)

An employee, who is formally assigned by the department manager to temporarily perform the duties and responsibilities of a non-union employee for forty (40) consecutive hours, shall receive Five percent (5%) above his/her current rate of pay for all hours worked in the out of class assignment. The out of class pay will be retroactive to the first day of assignment if the forty (40) hour threshold is met.

E. Lead Pay: Employees assigned to the position of Lead for projects requiring on-site supervision, (on site supervision are projects requiring a "competent person" as defined by L&I, which will be determined by the Department Manager), shall receive lead pay in the amount of one dollar twenty – five cents (\$1.25) per hour for the duration of the assignment.

“Competent Person” is one who can identify existing or predictable hazards in the surroundings that are unsanitary, hazardous, or dangerous to employees. Also has authorization or authority by the nature of their position to take prompt corrective measures to eliminate them.

- F. Longevity : Employees covered by this bargaining agreement will receive the monthly longevity amount listed below in addition to their base pay:

5 years .....	\$40 per month
10 years .....	\$55 per month
15 years .....	\$85 per month
20 years .....	\$110 per month
25 years .....	\$130 per month
30 Years .....	\$145 per month

- G. Health Club: The Employer agrees to pay to a health club or equivalent, located in Mount Vernon, the monthly dues up to and not to exceed the dues for a single member at Riverside Health Club, as long as the employee attends the facility a minimum of eight times a month.

For every continuous five days of vacation or sick time used in a calendar month by the employee, the minimum requirement will be reduced by two days.