

COLLECTIVE BARGAINING



AGREEMENT

BY AND BETWEEN

THE CITY OF MOUNT VERNON

AND

GENERAL TEAMSTERS LOCAL NO. 231

REPRESENTING EMPLOYEES OF:

WASTEWATER UTILITY

STORMWATER UTILITY

MAINTENANCE SHOP

STREET DEPARTMENT

SOLID WASTE SERVICES

PARK DEPARTMENT

January 1, 2020 through December 31, 2020

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF MOUNT VERNON
AND
TEAMSTERS UNION LOCAL 231**

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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 twenty (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 (12) 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 forty (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 NOTIFICATION AND ORIENTATION

- 3.1 **Union Notification.** The City will notify the Union of all full-time and part-time employees hired into positions covered by this agreement. The notification will be in writing and will include name, date of hire, classification, work location and phone number. The City will make every effort to provide this notification within seven (7) days from the date of hire. The City shall promptly notify the Union of all employees leaving its employment.
- 3.2 **Union Orientation.** The City will provide the Union thirty (30) minutes, during the employee’s regular working hours, for the purpose of presenting information about the bargaining unit and Union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment but shall in no instance be later than ninety (90) calendar days.

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 **Dues Processing.** The Union will notify the City of its initiation fees and dues. The City agrees to deduct twice a month such membership fees and dues from the wages of employees who have affirmatively consented to the deduction of such dues/fees in writing. The payroll deduction will begin the pay period following the receipt of the authorization form. 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. The Union will promptly furnish the City written notification from an employee who revokes consent of the deduction of the Union initiation fees, dues and assessments. Once notified, the City will stop deducting initiation fees, dues and assessments. The Union will defend, indemnify and hold the Employer harmless against all liability resulting from the dues deduction system.

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 eighteen (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 Employees, who must obtain a Commercial Driver's 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 "B".
- 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 normal working hours for the Streets Department during non-daylight saving 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 saving period will be 7:00 a.m. to 3:30 p.m.
- A. The Parks Department Employees may work the four (4) ten (10) hour shifts or other approved flexible schedule during daylight saving or for the months approved determined through the annual Labor Management Meeting. The Labor Management Meeting is outlined in Article 27, of this Agreement.

B. The Streets Department Employees may work the four (4) ten (10) hours shifts per week with the approval of the respective Department Head.

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 ensure 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 (1½) times the Employee's regular hourly rate of pay. Holiday hours per Article 14, section 14.1 of this Agreement, excluding floating holidays, will count towards hours worked for the computation of overtime. 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 (1½) times the Employee's regular hourly rate of pay when working a four (4) day, ten (10) hour work week. Holiday hours per Article 14, section 14.1 of this Agreement, excluding floating holidays, will count towards hours worked for the computation of overtime. 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 (2½) hours pay at one and one-half (1½) 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 (1½) 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 (2½) 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 (1½) times the Employees regular hourly rate of pay].

- C. Waste Water Operators who take first calls are required to be within a twenty (20) minute response time during the hours they are on call. Those who take second calls are required to be within thirty (30) minutes response time during the hours they are on call. An increase in call response time may be made by the Wastewater Division Manager if conditions allow for such increase.

*Holidays start at 12:00 a.m. on the observed holiday listed under Article 14, Holidays and end at 11:59 p.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 (1) 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 (3rd) 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 Voluntary Standby for Teamster Bargaining Unit Employees (excluding Wastewater): In order to have qualified Employees available to respond to emergency or potential for hazardous situations, each Division shall establish a rotating standby list of qualified Employees to be called back to respond when needed. The Operations Manager in each division has authority to implement this standby pay article for emergency purposes.

Employees volunteering for the standby list shall be assigned to the standby list by seniority. The Operations Manager will call or assign the top individual(s) on the list the standby pay shift. Once the individual has been assigned and received the standby pay, their name will move to the bottom of the list. The Operations Manager has the right to pass over an Employee on standby status if a particular skill is needed for the nature of the emergency. Employees on standby status shall report to the work site as soon as possible but within forty-five (45) minutes of being notified regardless of weather or road conditions. In cases where an immediate response is required, Management reserves the right to call back to work other Employees able to meet an immediate response time. Employees on standby status shall carry an activated contact device at all times such as a pager or cellular telephone which will be provided by the City.

Employee's assigned standby status must be fit and ready for duty. Employees who have voluntarily signed up and are assigned standby duty and become sick or are unable to respond to an emergency shall notify her/his Supervisor immediately. Any Employee assigned to be on standby duty and does not respond or refuses a call to work without an

acceptable reason may be subject to disciplinary action and may be removed for eligibility for standby pay for six (6) months.

Employees on standby pay status shall be paid in accordance with Article 9 (Section 9.8) in the Teamsters Collective Bargaining Agreement.

- 9.10 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.
- 9.11 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. However, in no instance, will an employee accrue sick leave at a rate less than one (1) hour for every forty (40) hours worked. Total accumulation shall not exceed nine hundred-sixty (960) hours at the end of any calendar year.
- 11.2 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 or any other reason allowed by law.

Whenever practicable, the employee will attempt to notify the department supervisor/manager at least thirty (30) minutes prior to the beginning of the employee's scheduled work period if he/she will be absent from work due to illness.

- 11.3 If the employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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 ten (10) consecutive years and leave the City in good standing may elect to cash out twenty percent (20%) of their unused sick leave hours at their current hourly rate of pay.
- 11.8 Paid Family Medical Leave – Beginning with the January 20, 2020 paycheck, as required by the new Washington State Paid Family Medical Leave law, the City will contribute .4% of employee pay to the program, of which, 63% (.6333) will be from withholding from employee paychecks and 37% (.3667) shall be paid by the City.

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 Holidays	Two (2) days off at the Employees choice with Supervisor's approval.
New Year's 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	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

To mitigate the loss of the sick leave incentive program and as a ratification incentive, Teamster employees will receive one (1) additional floating holiday in 2020 which will be added to each employee's leave bank on the 1/20/20 paycheck.

- 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 (1½) 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 14 years	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 (2) times the Employee's annual accrual. Vacation days accrued in excess of two (2) 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 1st 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. Only applicants with satisfactory performance, which include no performance improvement plans in the last year, or disciplinary actions within the last two (2) years will be considered for a transfer.

- 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 five percent (5%). Upon successful completion of a promotional probation period, and at least one (1) 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 five hundred dollars (\$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 Effective January 1, 2020, City of Mount Vernon Employees and their dependents shall be offered two (2) healthcare plans: The two hundred-fifty dollar (\$250) deductible plan and the Kaiser High Deductible Plan (with BPAS HRA).

The City agrees to pay one hundred percent (100%) of the employee only premium for the high deductible plan and ninety percent (90%) of the employees' dependents. The City will pay fifteen hundred dollars (\$1500.00) for the individual and three thousand dollars (\$3000.00) for the family through an HRA (employees will receive benefit cards). Any unused deductible amount will be transferred to an employee individual HRA account the following year. The City will pay the additional out of pocket expenses for employees with the exception of the one thousand dollars (\$1000.00) for individual and family.

Employees may enroll themselves and dependents in the two hundred fifty dollar (\$250.00) deductible plan. The premium share for employee and dependent coverage shall be split with the City as follows: eighty percent (80%) of the premium shall be paid by the City and twenty percent (20%) shall be paid by the employee.

Spouses that are both employed at the City may only opt themselves out of the City plan when their dependents are covered under the spouses plan at the City.

- 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 eighty (80) hours.

- 20.3 Dental: Effective January 1, 2020, Employees and their dependents may enroll in Delta Dental or Willamette Dental. The City will pay one hundred percent (100%) of the monthly premium for Employee only coverage and ninety percent (90%) of the monthly premium for dependents under the Delta Dental Plan. The City will pay the same percentages toward the Willamette Dental Plan.

Vision: Effective January 1, 2020, the City will pay one hundred percent (100%) of the monthly premium for vision coverage for Employees and their dependents under the AWC VSP (zero (\$0) deductible plan).

- 20.4 Teamster Employees are allowed to participate in the City's Dual Insurance Incentive Program that was established by Resolution # 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, 2020 through December 31, 2020.

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 writing, signed by the Employee on a form provided for that purpose by IBT (International Brotherhood of Teamsters). 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 (10th) day of the month shall become effective on the first (1st) 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 (14th) 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 has 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 (10th) day of the month shall become effective on the first (1st) 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 thirty (30) calendar days prior notice to the City.

25.2 Effective, as specified below, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust on account of each member of the Bargaining Unit for each hour for which compensation is paid.

<u>Effective Date</u>	<u>Per Hour</u>
April 1, 2015 hours	\$.50

25.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts paid in account of each Bargaining Unit member of the Bargaining Unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

25.4 The Employer and the Union agree to be bound by the provisions of the Agreement and Declaration of Trust of the Western Conference of Teamsters Pension Trust Fund and agree that the Trust shall act as Trustee on their behalf.

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 - LABOR MANAGEMENT MEETINGS

- 27.1 A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231- Public Works, and from Management representing the City of Mount Vernon. The Union Business Agent and a Bargaining Unit member from each applicable department shall be members of the LMC. The Labor Management Committee shall meet on a quarterly basis in March, June, September, and December of each year; unless the parties agree that a meeting is not necessary for that quarter. The purpose of these meetings is for the parties to this Agreement to meet and discuss items of mutual interest and to establish a forum to facilitate resolution of issues and concerns as informally as possible. Specific items to be discussed and addressed during the term of this Agreement include but are not limited to the following;
1. Seasonal work schedules for Parks and Streets: Although the City retains its right to set the work schedule of Employees as specified in Articles 7 (Management Rights) and Article 9 (Hours of Work), it is in the mutual benefit of both parties to discuss flexible and alternative seasonal schedules other than the standard Monday-Friday eight (8) hour day schedule. The LMC shall be a forum for Employees to voice their desires for seasonally adjusted flexible or alternative work schedules with Management, including the Union preferred seasonal four (4) day ten (10) hour work week. A special meeting of the LMC during January or February of each year may be called by the Union specifically to discuss a seasonally adjusted, flexible, or alternative work schedule with Management. The intent of the meeting is for the parties to explore and discuss options to achieve a mutually acceptable seasonal alternative work schedule, while assuring that management goals for coverage and operational efficiency are met.

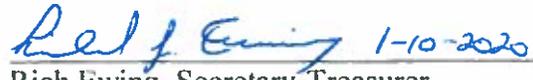
ARTICLE 28 - DURATION OF AGREEMENT

28.1 The terms of this Agreement shall become effective January 1, 2020 and shall remain in effect through December 31, 2020. This Agreement may be modified by mutual consent of the Employer and the Union.

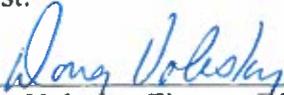
Signed this 16th day of January 2020.



Jill Boudreau, Mayor
City of Mount Vernon



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

Attest:


Doug Volesky, Finance Director

Approved as to form:


Kevin Rogerson, City Attorney

ADDENDUM A – 2020 WAGES

		Steps	1	2	3	4	5	6	7
T-1	Laborer		2,801	2,928	3,059	3,197	3,342	3,441	3,543
	Parks								
	Solid Waste								
T-2	Maint Utilities Operator:		4,289	4,482	4,684	4,895	5,115	5,269	5,426
	Parks								
	Solid Waste								
T-4	Parks Foreman		5,806						
T-3	Equipment Mechanics		4,714	4,926	5,148	5,380	5,622	5,791	5,964
T-5	Maint. Utilities Asst. Supv:		5,867	6,043	6,225	6,411			
	Parks								
	Solid Waste								
T-6	Wastewater Laborer		3,166	3,451	3,763	4,021			
T-18	Wastewater OIT		4,854						
T-7	Wastewater Operators								
	Class 1		5,083	5,313					
	Class 2				5,551	5,802			
	Class 3						6,063	6,244	6,431
T-19	Wastewater Lead Operator		6,561						
T-8	Wastewater Maint Foreman		6,593	6,757					
T-9	Process Analyst		6,561	6,593	6,757	6,927			
T-10	Wastewater Asst. Supv		6,927	7,099					
	Streets Collections Operator								
T-11	Level 1		4,684	4,895	5,115	5,269	5,457		
T-12	Level 2		4,847	5,058	5,278	5,431	5,621		
T-13	Level 3		5,016	5,228	5,447	5,601	5,791		
T-14	Streets Collections Foreman								
	Level 1		5,806						
	Level 2		5,979						
	Streets Collections Asst. Supv								
T-15	Level 1		5,867	6,043	6,225	6,411			
T-16	Level 2		6,060	6,235	6,417	6,603			

Advancement through Levels and Classes occur by obtaining required training/certificates and time in service. Steps are advanced through annually.

A. The wage matrix reflects a two percent (2.5%) increase to all steps effective January 1, 2020.

*The Wastewater Lead Operator position shall be eliminated when incumbent retires.

B. Employees will progress through steps annually.

Future step increases will be given in their anniversary month unless their job is modified or they are promoted resulting in a salary increase, given a satisfactory performance review. Annual reviews shall be held in March of each year. Employees that are not given a satisfactory review will be placed on a Performance Improvement Plan (PIP) for up to six (6) months, and given clear direction and regular follow-up. No Employee shall have a step increase withheld for performance concerns in which the Employee has not been given notice and provided an opportunity to correct the concerns through a PIP.

C. Qualification Pay: All required certifications will be included in the Teamster job descriptions with the exception of the qualifications listed below. Employees that hold the qualifications below will receive one hundred dollars (\$100) per month. The maximum qualification pay that an Employee may receive is one hundred dollars (\$100) per month with the exception of the Journeymen Electrician which receives two hundred dollars (\$200) per month.

Solid Waste: Welder

Waste Water: Boom Truck
Electrician Non-Journeyman level)
Welder
Group IV
Journeyman Electrician (two hundred dollars (\$200) monthly)

D. Additional Duty Pay: Out of Class Pay and Lead Competent Person Pay are eliminated. Additional Duty Pay will be paid in the amount of five percent (5%) of the Employees base wage when Employees are temporarily assigned duties in the absence of a Supervisor or when they are assigned by their Supervisor to temporarily fill in a position of a higher classification (generally assignment must be for an entire day unless assignment dictates shorter duration). Assistant Supervisors will only receive the Additional Duty Pay when the Division Manager is absent for more than forty (40) consecutive hours. Only one (1) person at a time will receive Additional Duty Pay. Additional Duty Pay will only be paid in Streets when the Assistant Supervisor and the Lead are both absent, unless approved by Division Supervisor.

E. 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

- F. 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 (8) times a month.

For every continuous five (5) days of vacation or sick time used in a calendar month by the Employee, the minimum requirement will be reduced by two (2) days.

ADDENDUM B – Drug and Alcohol Testing Program

Employee Handbook – Appendix A



POLICY/PROCEDURE

TITLE Drug Free Work Place Policy		NUMBER 300-12-01
EFFECTIVE DATE 1/1/2018	SUPERSEDES All previous Drug Free Workplace Policies	PAGES 14

- Section Index:**
- 1.0 General
 - 2.0 Purpose
 - 3.0 Policy Statement
 - 4.0 Application of Policy
 - 5.0 Definitions
 - 6.0 Education and Training
 - 7.0 Prohibited Substances
 - 8.0 Prohibited Conduct
 - 9.0 Testing for Prohibited Substances
 - 10.0 Refusal to Take an Alcohol or Drug Test
 - 11.0 Securing Information from Previous Employers
 - 12.0 Confidentiality and Record Retention
 - 13.0 Consequences of Engaging in Prohibited Conduct
 - 14.0 Employee Assistance Program/Voluntary Referral
 - 15.0 Administration

1.0 General

- 1.1 This policy established guidelines to maintain a drug and alcohol free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991.
- 1.2 All sections of this policy apply to employees who drive commercial vehicles for the City. Those sections not designated "Commercial Drivers Only" applies to all full time and part time employees, contractors and interns or volunteers.
- 1.3 This policy is initiated by City Administration.

2.0 Purpose

This policy is intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry. Specifically, the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation has published 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens.

This policy sets forth the City of Mount Vernon alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

3.0 Policy Statement

The City of Mount Vernon is dedicated to providing quality, dependable and economical municipal services to our residents. Part of our mission is to ensure that the services are delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment. In keeping with this mission, it is the City's Policy to:

- A) Create a workplace free from the adverse effects of drugs and/or alcohol abuse or misuse in order to promote the health and safety of employees and the general public;
- B) Prohibit the unlawful manufacture, distribution, dispensation, possession or use of controlled substances or misuse of alcohol for all employees;
- C) Encourage employees to seek professional assistance any time personal problems, including alcohol and/or drug dependency, adversely affect their ability to perform their assigned duties.

4.0 Application of Policy

All sections of this policy apply to employees who drive Commercial Vehicles for the City. Those sections **not** designated "**Commercial Drivers Only**" apply to all **covered employees**. **Covered employees** are defined as all full time and part time employees, contractors, interns and/or volunteers of the City of Mount Vernon.

Employee Responsibilities:

- A) Any employee, who is arrested and/or convicted under any criminal drug statute for a violation occurring in the work place, shall notify his or her department head before their next scheduled work shift.
- B) A City employee who reports to work while taking a lawfully prescribed, controlled substance shall have obtained a recommendation from their health care provider as to whether the employee may perform the duties of their job in a safe manner. Such recommendation must be in writing if the employee is performing a job which involves driving of motor vehicles, operation of equipment, or other tasks the safe performance of

which may be compromised by the use of controlled substances.

- C) Employees are encouraged to report to a supervisor any knowledge that a fellow employee may be in a condition that impairs his/her ability to perform job duties or which could pose a hazard to the safety and welfare of others.

Supervisor/Manager Responsibilities:

The City of Mount Vernon is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

- A) To notify the Human Resource Director as soon as possible after being notified by an employee of a drug conviction resulting from an incident which occurred in the work place;
- B) Take appropriate disciplinary action and/or require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. If so required, satisfactory participation in such a program shall be a condition of continued City employment;
- C) Report any such convictions, disciplinary actions, and rehabilitation requirements to any federal agency from which the Department receives funding either directly or through a state agency;
- D) Conduct an investigation upon receiving a report that an employee's job performance may be impaired by drugs and/or alcohol;
- E) Prohibit any employee from remaining on duty after having engaged in any of the prohibited conduct of this policy until the appropriate follow through is achieved as prescribed in section XII of this policy, department policy, city personnel plan or collective bargaining agreement which ever is applicable to the position.

5.0 Definitions

Accident - An occurrence involving a city vehicle on a public road or involvement in a work-related incident which results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; (3) one or more motor vehicles incurring disabling damage (see definition below) requiring the vehicle to be transported away from the scene by a tow truck or other vehicle or (4) property damage of \$50,000 or greater.

Commercial Driver - This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License. This includes but is not limited to: Full time, regularly employed drivers, casual, intermittent or occasional drivers.

Commercial Vehicle - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials, as provided under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

Disabling Damage- Means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- 1) Inclusion. Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.
- 2) Exclusions.
 - a. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
 - b. Tire disablement without other damage even if no spare tire is available.
 - c. Headlamp or tail light damage.
 - d. Damage to turn signals, horn, or windshield wipers, which make the vehicle inoperable.

Drugs/Controlled Substances – Refers to the following five substances listed in the DOT regulations: Marijuana (THC), Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

Legally Prescribed Drug – A prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Safety Sensitive Position – As expressed by the Supreme Court, this is a position in which the duties involve “such a great risk of injury to others that even a momentary lapse of attention can have disastrous consequences.” Hence the courts have considered armed law enforcement officers, firefighters, emergency medical technicians and other health care professionals responsible for direct patient care, people who operate, repair, and maintain passenger-carrying motor vehicles, drivers of sanitation trucks and employees with access to chemical weapons and their components.

Performing (a Safety Sensitive Function) -- An employee is considered to performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety sensitive function.

Safety Sensitive Function – means all the time from the time an employee begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

6.0 Education and Training

As part of the program to implement this policy, the City of Mount Vernon will make available training and education programs and educational materials to all employees regarding this policy and the effects and consequences of misuse of controlled substances and alcohol. All covered employees must receive training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms, which may indicate, prohibited drug use. The City will also provide a copy of this policy and other information as may be required by the federal regulations. Each covered employee shall sign an acknowledgement of receipt of the above information.

All supervisory personnel who are in a position to determine an employee's fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

7.0 Prohibited Substances

Prohibited substances addressed by this policy include the following:

- A) Illegally Used Controlled Substances or Drugs under the Drug-Free Workplace Act of 1988, any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Motor Carrier Safety Administration drug testing regulations (49 CFR Part 382) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in Section VIII of this policy. Illegal use of these five drugs is prohibited at all times, and thus covered employees may be tested for these drugs anytime that they are on duty.

- B) Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to the designated supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions. The misuse or abuse of legal drugs while performing City business is prohibited.
- C) Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food or candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a

covered employee under 49 CFR Part 382 just before, during, or just after the performance of safety-sensitive job functions.

8.0 Prohibited Conduct

The following conduct regarding alcohol and drug use or abuse is prohibited:

- A) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- B) Each covered employee is prohibited from consuming alcohol while performing job functions or while on-call to perform job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- C) The City of Mount Vernon shall not permit any covered employee to perform or continue to perform job functions if it has actual knowledge that the employee is using alcohol.
- D) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of job functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
- E) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- F) No covered employee shall consume alcohol within four (4) hours prior to the performance of job functions.
- G) Consistent with the Drug-Free Workplace Act of 1988, all City of Mount Vernon employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including City premises, vehicles, while in uniform, or while on city business.
- H) A positive test for a drug or drugs.
- I) Results from an alcohol test indicate a breath alcohol level of 0.02 or greater.

9.0 Testing for Prohibited Substances

All covered employees shall be subject to the following testing, as defined below, and as described in the Drug & Alcohol Testing Procedures:

- A) Pre-employment Drug Testing

All employees who perform safety-sensitive job functions are covered by this policy and must pass a drug test as a post-offer condition of employment. Additionally, an employee shall not be placed, transferred or promoted into a safety-sensitive position until the employee takes a drug test with verified negative results. Commercial drivers are required to report previous DOT-covered employer drug and alcohol test results—Failure to do so will result in the employment offer being rescinded.

B) Reasonable Suspicion Testing

All employees subject to this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy (except the prohibitions against possession, transfer or sale of alcohol) may have been or is presently being violated. Reasonable suspicion testing shall be required when a trained supervisor can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the covered employee. Criteria that courts have found constitutional include the following:

- i. Direct observation of drug use or possession.
- ii. Direct observation of the physical symptoms of being under the influence of a drug, such as impairment of motor functions or speech.
- iii. A pattern of abnormal conduct or erratic behavior. Any such observation must be made by a supervisor (or preferable two supervisors) trained to recognize the signs of drug use.
- iv. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or distribution.
- v. Information that is provided by reliable and credible sources or that can be independently corroborated.
- vi. Newly discovered evidence that the employee tampered with a previous drug test.

If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- 1) An alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- 2) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

C) Post-Accident Testing

All commercial drivers and employees in safety sensitive positions performing safety sensitive functions are required to submit to alcohol and drug tests when a fatality occurs as a result of the accident or when the driver receives a citation under state or local law for a moving traffic violation arising from the accident. Testing shall occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. If the test required by this section is not administered within the minimum time stated, the employer shall cease attempts to administer the test and shall

prepare and maintain on file a record stating the reasons the test was not properly administered.

Employees in a non-safety-sensitive position, will only be required to submit to alcohol and drug testing if the accident results in a fatality; bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or property damage of \$50,000 or greater. Involvement in lesser types of accidents is subject to Fourth Amendment protection and the employee must grant permission in advance of any testing. However, if an accident becomes a police issue then procedures mandated by law shall prevail.

A driver who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy. If an employee requests Union representation prior to testing for reasonable suspicion, the supervisor will notify the employee's Union Representative of the City's intent to conduct tests. The testing will not be delayed if Union representation is not available within a reasonable time.

D) Random Testing – Commercial Drivers Only

All employees, whose positions require a CDL will be subject to random, unannounced alcohol and drug testing, spread throughout the calendar year. Employees that have not completed the CDL training are exempt. The selection of employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random test will be unannounced and after notification, the employee shall report immediately to the collection site. All testing shall utilize the split sample method. Split sampling is an additional safeguard for employees.

Breath alcohol testing may only be conducted just before, during or just after the employee performs a safety sensitive function. Urine drug testing may be performed anytime an employee is on duty.

E) Return to Duty Testing

Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

F) Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City representative. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional and the City representative but will not be less than six tests in the first 12 months following the employee's return to duty. After the first year, the substance abuse

professional may terminate this requirement or continue follow-up testing for another 4 years. Follow up random testing will be done at the expense of the employee.

G) Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer. The employee must notify the HR Director/MRO that he/she wishes to challenge the test. Under City policy, all costs for such testing are paid by the employee unless the second test invalidates the original test.

H) Retest for Dilute Test Results

Employees who render a dilute test that is positive for drugs will be treated as a verified test positive. If a drug test is reported as a negative dilute, the applicant/employee must take another drug test immediately. This second test is not under direct observation unless there is a reason other than the test was dilute to require observation testing. Should the second specimen test also be negative and dilute, the City will not require the applicant/employee to take any additional drug test.

10.0 Refusal to Take an Alcohol or Drug Test

Refusal to submit to an alcohol or drug test after the employee has received notice of the requirement for breath testing in accordance with the procedures manual will result in the test being considered the same as a positive test result. A refusal to submit shall include, but is not limited to:

- A) Failure to provide adequate breath for testing without a valid medical explanation;
- B) Failure to provide adequate urine for drug testing without a valid medical explanation;
- C) Engaging in conduct that obstructs the testing process, this may include but is not limited to the following:
 - 1) The employee does not arrive in a timely manner to the collection site, or does not remain at the testing site until a test is complete
 - 2) Providing false information in connection with a test
 - 3) Failure to cooperate with any part of the testing process
 - 4) Attempting to falsify test results through tampering, contamination or adulteration, or substituting urine
 - 5) Verbal or written declaration, refusal to sign the certification of the DOT Drug and Alcohol Testing Forms, obstructive behavior, or physical absence resulting in the inability to conduct the test
 - 6) Failure to remain readily available for testing when told to do so following an accident
 - 7) Failure to permit monitoring or direct observation
 - 8) Failure to take a second test as directed by the collector or the City's representative
 - 9) Failure to undergo a medical examination or evaluation, as directed by the Medical Review Officer as part of the test verification process, or as directed by the Designated Employer Representative. CFR Part 40 requires medical examination in the event of "shy bladder", and/or upon the failure to provide an adequate breath specimen, without adequate medical explanation

11.0 Securing Information from Previous Employers - Commercial Drivers Only

If a person is to be hired into a position subject to this policy and during the previous two years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two years to release information on the following:

- A) Positive alcohol or drug tests
- B) Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within 30 days of the person performing safety sensitive duties for the first time.

If the information obtained from previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person would not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional was made and return to duty testing was administered.

12.0 Confidentiality and Record Retention

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees. As outlined in Part 382.401, the following records shall be maintained for a minimum of:

- A) Five Years:
 - 1. Records of alcohol test results with results indicating an alcohol concentration of .02 or greater;
 - 2. Records of verified positive drug test results;
 - 3. Documentation of refusals to take required alcohol and/or drug tests;
 - 4. Calibration documentation;
 - 5. Evaluations and referrals.
 - 6. A copy of each annual calendar year summary.
- B) Two Years: Records related to alcohol and drug collection process.
- C) One Year: Records of negative and canceled drug test results and alcohol test results with a concentration of less than .02.
- D) Indefinite Period: Records related to the education and training of supervisors and drivers while the individual performs the functions which require the training and for two years after ceasing to those functions.
- D) The city shall provide copies of these records to other employers when former City employees have applied for employment with those employers and have signed the appropriate authorization form.

13.0 Consequences of Engaging in Prohibited Conduct

The following provisions apply to those employees who are not terminated for their policy violations:

Disciplinary Action

- A) An employee who tests .04 or greater on a breath alcohol test or tests positive for drugs shall be immediately removed from duty without pay and shall remain suspended without pay until he/she:
 - 1. Has been evaluated, at the employee's expense, by a qualified substance abuse professional from a list of names provided by the Drug and Alcohol Program Manager or the City's medical review officer; and,
 - 2. If recommended by a substance abuse counselor, has properly followed any treatment prescribed. (The employee health care plan covers a portion of the treatment. The employee is responsible for any expense not covered by the plan.); and,
 - 3. Has a verified negative result on a return-to-duty breath alcohol test (<.02) and/or drug test (depending upon which was failed). Return-to-duty testing shall be at the expense of the employee.
- B) Upon successful completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing as outlined in Section VIII (F).
- C) If an employee tests at least .02 but less than .04, on the breath alcohol test the employee shall be removed from performing job functions for at least 24 hours following administration of the alcohol test. The employee may be suspended from work for one day without pay for the first and second incident. Upon the third incident the employee will be terminated
- D) An employee who, for the second time during his or her entire course of employment, tests .04 or greater on a breath alcohol test or tests positive for a controlled substance shall be terminated.
- E) Nothing in this policy shall in any way be construed to limit or restrict the City's right to impose appropriate disciplinary action up to and including termination from employment for engaging in prohibited behaviors as outlined in section VII.

14.0 Employee Assistance Program/Voluntary Referral

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program, if available. Any employee who comes forth and notifies his/her Supervisor or HR Director of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness.

Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a

random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the city.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

15.0 Administration

- A) The Human Resource Director or designee shall be responsible for administering this policy.
- B) A procedures manual shall be developed and maintained by the Human Resources Director to administer the Drug and Alcohol Testing Program according to the procedures of the Federal Department of Transportation (DOT), Federal Highway Administration (FHWA) and other agencies whose regulations may be applicable to City employees. The procedures manual may be modified depending on the operational needs of the City or its contractors.

**Memorandum of Understanding
by and between
City of Mount Vernon
and
MOUNT VERNON TEAMSTERS LOCAL UNION NO. 231**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of Mount Vernon (hereinafter referred to as "City") and the Teamsters Local Union No. 231 (hereinafter referred to as the Union)

1. Purpose. The purpose of the MOU is to set forth the agreement of the parties concerning the change in job requirements and wages for the Wastewater Laborer position.

2. Agreement.
Wages – Wastewater Laborer:
The Wastewater Laborer position will be separated from the other City Laborer position and will be placed in its own wage table (see attached).

Qualifications Laborer:
For succession planning purposes, the Wastewater Laborer must obtain a Wastewater Operator OIT within 1 year. The Probationary period will remain unchanged.

Duties:
The Wastewater Laborer will be provided opportunity to work with a Wastewater Operator to learn skills necessary for an operator position.

3. Effective Date: This Memorandum records the understanding between the City and the Union and this Agreement will be effective upon ratification of this MOU.

Signed this 16 day of January, 2020



Jill Boudreau, Mayor
City of Mount Vernon



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

Attest:



Doug Volesky, Finance Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
MOUNT VERNON AND THE MOUNT VERNON TEAMSTERS LOCAL 231 UNION

1. This is a Memorandum of Understanding (MOU) entered into between the City of Mount Vernon and the Mount Vernon Teamster's Local 231 Union. The City and the Union enter into this MOU for purposes of clarifying the existing agreement concerning "tool allowance" for mechanics.
2. Section 18.3 of the existing Collective Bargaining Agreement provides as follows:

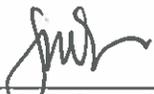
(Mechanics Only) The City agrees to replace tools which are damaged, stolen or need to be upgraded to perform the duties of the position which have been provided by the Employee. The Employee must provide documentation of the need to replace the item and proof that it has been replaced to their Supervisor.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

3. New language – Section 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 value of the tools and the need to replace the item and proof that it has been replaced to their supervisor. The City will replace the items up to seven hundred fifty dollars (\$750) per year per employee provided there are sufficient budgeted funds available. In case of major incident where all tools or majority of tools are lost, the employer will reimburse employees up to the amount of their documented inventory less the deductible (\$25,000) paid by the City for the insurance claim.

4. This agreement is effective immediately. All other provisions of the January 1, 2020 – December 31, 2020 Collective Bargaining Agreement shall remain unchanged.

Signed this 16 day of January, 2020.



Jill Boudreau, Mayor
City of Mount Vernon



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

Attest:



Doug Volesky, Finance Director

**Memorandum of Understanding
by and between
City of Mount Vernon
and
Teamsters Union Local #231**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of Mount Vernon (hereinafter referred to as the City) and Teamsters Local Union No. 231 (hereinafter referred to as the Union)

1. Purpose: The purpose of the MOU is to set forth the agreement of the parties concerning the Bargaining Unit Employees diversion of wages for increased contribution to the Western Conference of Teamsters Pension Trust per Article 25, of the Collective Bargaining Agreement.

2. Agreement: Per Article 25, section 25.1, of the Collective Bargaining Agreement, the Bargaining Unit Employees shall have the right to designate a portion of their salary to be diverted from their hourly pay, and added to the contribution rate paid by the City on behalf of each member to the Western Conference of Teamsters Pension Trust, for every hour for which compensation is paid. The Bargaining Unit, by a majority vote, elected to have a portion of their salary diverted to increase the Pension contribution rate each year as follows:

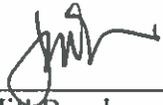
Effective March 1, 2017, the City shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the Bargaining Unit for each hour for which compensation is paid. The hourly contribution rate shall be seventy cents (\$0.70) per compensable hour.

Effective January 1, 2018, the City shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the Bargaining Unit for each hour for which compensation is paid. The hourly contribution rate shall be ninety cents (\$0.90) per compensable hour.

Effective January 1, 2019, the City shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the Bargaining Unit for each hour for which compensation is paid. The hourly contribution rate shall be one dollar (\$1.00) per compensable hour.

Effective Date: This Memorandum records the understanding between the City and the Union and this Agreement will be effective March 1, 2017.

Signed this 16 day of January, 2020.



Jill Boudreau, Mayor
City of Mount Vernon



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



Doug Volesky, Finance Director

