

***TEAMSTERS LOCAL No. 760***

**Labor Agreement**

**By and between**

**City of Tonasket, Washington and**

**TEAMSTERS LOCAL UNION NO. 760**

**REPRESENTING CITY OF TONASKET EMPLOYEES**

**January 1, 2020 through**

**December 31, 2022**

This Agreement is entered into between the City of Tonasket, Washington, hereinafter referred to as the "Employer", and Teamsters Local Union No. 760, hereinafter referred to as the "Union" for the purpose of setting forth wages, hours and working conditions for Employees covered by the Agreement.

## **ARTICLE 1- DEFINITIONS**

1.1 As used herein, the following terms are defined as follows

- A. "Employer" means the City of Tonasket.
- B. "Union" means Teamsters Local Union No. 760.
- C. "Employee" means year-round, regular full-time, regular part-time, and probationary Employees covered by the Collective Bargaining Agreement.
- D. Regular Full-Time Employee: Means any Employee who has completed their probationary period and who works a minimum of thirty-five hours (35) per week.
- E. Regular Part-Time Employee: Upon the hiring on any employee that may be subject to this Agreement, that does not fit the definition of Temporary/Seasonal or Regular Full-Time employee, the Union and the Employer will meet for the purpose of defining "Regular Part-Time Employee".
- F. Temporary/Seasonal Employee: Means an employee hired to performs work during a workload peak which is cyclic in nature, has an end in sight; or an employee hired to fill a short-term need that cannot be filled by existing bargaining unit members, such employment shall be limited to six (6) months unless extended by mutual agreement between the City and the Union.
- G. Probationary Employee: Means an Employee who has not completed their probationary period.
- H. Probationary Period (New Hires): Means an evaluation period of eight (8) months in which a newly hired Employee may be disciplined or discharged at the will of the City.

## **ARTICLE 2 – RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive bargaining representative for the Employees covered by the Bargaining Unit, including all Regular Part-Time, and Regular Full-Time Employees, but excluding all Article 1 (F) Temporary/Seasonal Employees.

## **ARTICLE 3 - UNION MEMBERSHIP**

3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.

3.2 The Union agrees to represent all Employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.

3.3 The Union and a non-member Employee may enter into an agreement to provide for a division of the costs incurred, should the Employee request the Union's assistance in pursuing a grievance on the Employee's behalf. If such Employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on their behalf, the Union is authorized to charge the Employee for the reasonable cost of using such procedure.

3.4 When the Employer hires a new Employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address, and classification of the Employee hired. The Employer will inform new, transferred, promoted, or demoted Employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will inform Employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

3.5 The Employer will provide the Union reasonable access to new Employees of the bargaining unit consistent with RCW 41.56.037.

3.6 The Union agrees to indemnify and hold harmless the Employer from any and all liability resulting from the dues and initiation fee check-off system.

#### **ARTICLE 4 - D.R.I.V.E**

4.1 The Employer agrees to deduct from the paycheck of all Employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to:

National D.R.I.V.E.  
P.O. Box 758637  
Baltimore, MD 21275

Send on a monthly basis, in one check the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

#### **ARTICLE 5 - UNION BUSINESS**

5.1 No Employee shall be discharged or discriminated against for upholding Union principles. The necessary time, during working hours, for the investigation and



handling of grievances concerning wages, hours and working conditions shall be granted.

## **ARTICLE 6 - HOURS OF WORK**

6.1 The normal workday shall consist of eight (8) or ten (10) hours work for the Public Works Department and seven (7) hours a day for the City Hall Staff.

6.2 The normal work week shall consist of five (5) consecutive eight (8) hour days, or four (4) ten (10) hour days in a week for the Public Works Department, and the normal work week for the City Hall staff will consist of five consecutive, seven hour days.

6.3 The normal work week shall begin at 12:01 AM on Sunday and continue until midnight on the following Saturday and consist of forty (40) hours per week for the Public Works Department. The normal work week for the City Hall staff shall be thirty-five (35) hours per week.

6.4 The City shall provide two (2) working weeks' notice in writing to the Employee and to the Union with any and all changes to the normal work schedule, inclusive of any changes in start or end times.

6.5 In the event of an emergency, Supervisors may change scheduled hours and provide for special schedules to respond to unforeseen events that cannot otherwise be scheduled such as; significant amounts of snowfall in a short period of time, flooding, and other similar emergencies.

6.6 All hours in the service of the Employer, inclusive of travel time to and from training(s), and actual training hours, shall be included as time worked and paid at the appropriate straight time or overtime rate as applicable.

6.7 The Employer and Employee, with mutual written agreement between the City and the Union, may pursue other work schedules.

6.8 Employees will be allowed a break period on the Employer's time of fifteen (15) minutes mid-morning and fifteen (15) minutes mid-afternoon. Break periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

6.9 Employees will be allowed at least a 30-minute meal period, commencing no less than at least 2 hours into the shift and no more than 5 hours after the beginning of the shift, work for the Public Works Department. City Hall staff will be allowed a one-hour meal period, which will be scheduled as appropriate on a rotating basis and as directed by the City Clerk-Treasurer. Employees will be paid during their meal period if they are required to work the meal period.

## **ARTICLE 7 – OVERTIME**

7.1 For purposes of this Agreement, "hours worked" shall include all compensated hours. All hours in the service of the Employer, inclusive of travel time to and from training(s), and actual training hours, shall be included as time worked and paid at the appropriate straight time or overtime rate as applicable.

7.2 Public Works Employees shall be paid one and one-half (1.5) times their Regular Basic Hourly Rate of Pay for all hours worked in excess of forty (40) hours in each seven (7) day work week.

7.3 City Hall staff shall be paid one and one-half (1.5) times their Regular Basic Hourly Rate of Pay for all hours worked in excess of thirty-five (35) hours in each seven (7) day work week.

7.4 Compensatory time. In lieu of overtime pay, Employees may request to take "comp time" off work. Compensatory time is accrued at the rate of time and one-half. Compensatory time over forty (40) hours shall not be carried over from one calendar year to the next. The usage of compensatory time must be approved by the Supervisor. An Employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. Approved comp time shall accrue at the rate of one and one-half (1.5) hours for each hour worked for which overtime compensation is required as set forth above. Comp time off must be scheduled with the approval of the Department Head; provided however that the Employee shall be permitted to use such time within a reasonable period after making the request, unless such time off would unduly disrupt the operation of the Employee's department.

7.5 An Employee who has left work and is called back to work after completion of the regular day's shift shall be paid a minimum of two (2) hours at the appropriate rate of pay.

7.6 Weekend Duty (including holidays)

The Public Works Department City Superintendent, at his own discretion and scheduling, will determine who will be responsible for weekend duty. Weekend duty shall consist of someone (including the superintendent) checking out the water and sewer systems on Saturday and Sunday of each week, and on holidays. The person on weekend duty will be paid twenty-five dollars (\$25.00) per day and then two (2) hours at the Employee's overtime rate of pay for the Employee performing the weekend duty. When an Employee is on weekend duty, the Employee will be available for work and in the general area, provided the Employee is free to undertake personal activities during the weekend or holiday.

#### **ARTICLE 8 - LAYOFF AND REHIRE**

8.1 In case of a layoff, the Employee with the least amount of continuous service with the Employer shall be laid off first, subject to qualifications required by any position(s).

8.2 In case of a rehire within twelve (12) months, the Employee with the most continuous service with the Employer will be rehired first.

#### **ARTICLE 9 – HOLIDAYS**

9.1 The following days shall be considered as paid holidays:

New Year's Day	Labor Day
Martin Luther King Birthday	Veteran's Day



President's Day  
Memorial Day  
Independence Day  
(1) Floating Holiday

Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
Day after Christmas Day

9.2 When a holiday occurs on a Monday through Friday, the city observes the date of the occurrence as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

9.3 All regular and probationary employees shall be paid for holidays observed as they occur. A regular, fulltime or probationary employee who does not work on the day a holiday is observed, shall receive their hours pay at the employee's regular straight time rate.

9.4 If the holiday falls during an employee's vacation, the employee will be paid for the holiday and the holiday absence will not be charged against the employee's accrued basis. Holidays are not paid or accumulated while an employees is on a leave of absence.

9.5 Whenever the City's operational needs require employees to work on a holiday, insofar as practical, holiday work shall be divided equally among eligible employees. Full time regular and probationary employees who are scheduled or required to work on the day a holiday is observed will receive time and one-half regular pay.

9.6 An employee may select one (1) floating holiday during each calendar year, provided that the employee has been continuously employed by the City for at least one year. The City Hall staff and the Public Works Department may choose the same day as their floating holiday or it may be done individually.

9.7 Final authority for approving or disapproving holiday request shall rest with the department head, based on operational needs. Any disapproval shall be communicated as soon as possible to the employee involved by so indicating on the leave request form.

## ARTICLE - 10 VACATIONS

10.1 Each Regular Full-Time Employee is entitled to vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
0-12 months	8 hours/month
13- 24 months	9 hours/month
25- 48 months	10 hours/month
49 – 84 months	11 hours/month
85 – 120 months	12 hours/month
121 – 156 months	13 hours/month

157 – 192 months	14 hours/month
193 – 228 months	15 hours/month
229 +	16 hours/month

10.2 Accrued leave may be scheduled and used at the completion of the probationary period.

10.3 Vacation leave shall be taken at a time that is approved by the department head and that will not interfere unreasonably with the operation of the department; provided that the department head must allow an Employee to take vacation leave which would otherwise be forfeited by virtue of the accumulation beyond the allowable maximum. An Employee required to work on his/her regular day off will be granted another day off of their choosing.

10.4 No leave may be carried past the end of the calendar year except for the following:

10.4.1 The maximum number of vacation hours which may be accrued is two hundred forty (240) hours. The maximum number of vacation hours which may be carried over from December 31 of one year to January 1 of the next year is two hundred forty (240) hours. All vacation hours in excess of two hundred forty (240) hours will be paid out in the first pay period in December. In cases where City operations have made it impractical for an Employee to use vacation time, the Supervisor, with the approval of the Mayor, may authorize additional accruals. Employees will be paid for unused vacation time upon separation of employment.

10.4.2 When an Employee is transferred to another position, any unused vacation is retained for his use.

## **ARTICLE 11- SICK & FAMILY**

11.1 Intent. It is the intent of both parties to this Agreement to be in full compliance with all of RCW 49.46.200, RCW 49.46.210 as presently exist or hereafter modified, if not exceeded.

11.2 Accrual. Employees working a forty (40) hours workweek shall receive eight (8) hours per month. Employees working a thirty-five (35) hour workweek shall receive seven (7) hours per month. Employees shall become eligible for sick leave after ninety (90) days full-time employment, at which time the Employee will be credited with three (3) days of sick leave. Any such leave accrued which is unused in any year shall be accumulated for succeeding years for all regular full-time employees up to a maximum of one hundred and twenty (120) days (960 hours for 8 hour work day employees, 840 for 7 hour work day employees. Sick leave may only be used as it is accrued at the time of usage.

11.3 Usage. Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member (as Family Member defined by Article 11.5) for:



11.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental, or physical illnesses, injury, or health condition, or an Employee's need for preventative medical care.

11.3.2. When an Employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason.

11.3.3 Doctor calls and/or visits to a health care provider with prior notice to supervisor.

11.3.4 Employer may exercise discretion on any other usage of sick leave on a non-precedent setting basis.

11.5 At the Employee's option vacation leave may be used as sick leave. Sick leave may not be used as vacation leave.

11.6 Family Member Defined.

- a. A child; including a biological, adopted, or foster child, stepchild, or a child to whom the Employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status,
- b. A parent; including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an Employee or the Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child.
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild;
- g. A sibling;
- h. All in-law relations of the same

11.7 Reasonable Notice\Verification for the Use of Paid Sick Leave.

11.7.1 Employees must provide reasonable notice of an absence from work for the use of paid sick leave for reason stated in Article 11.3.

11.7.2 For absences exceeding three (3) consecutive days, the Employer may require verification that the Employee's use of paid sick leave is for an authorized purpose. If the Employer requires verification, verification must be provided to the Employer within a reasonable time period during or after the leave (subject to WAC 296-128-660 and subsections).

11.7.3 If an Employee's absence is foreseeable, the Employee must provide notice to the direct supervisor as early as practicable, before the first day paid sick leave is used.

11.8 Increments of Use. Sick leave may be used in the same increments in which the Employer compensates for overtime, which is in one half (1/2) hour increments.



11.9 Upon giving written notice, Employees with ten (10) or more years employment with the City shall upon their retirement be paid a quarter (1/4) of all accumulated sick leave to a maximum of two hundred forty (240) hours.

11.10 Effective 1/1/21 and thereafter, Sick leave hours accumulated beyond 960 hours shall be converted at 1/4 the Employee's regular hourly rate and deposited into the Employees VEBA account on an annual basis.

11.11 In the event of death of an Employee the City shall pay 50% of the accumulated sick leave to the Employee's estate.

11.12 Shared Leave. Employees may continue to utilize the existing shared leave policy in its present form as enacted with City resolution 2005-17.

11.13 State Industrial Leave. Disability leave for an on the job injury shall be granted during the period an Employee is disabled and unable to work, in accordance with state law. The leave shall be for up to twelve (12) months from the date of initial absence due to a covered illness or injury unless agreed to otherwise by the employer.

11.13.1 For a period of absence from work due to injury or occupational disease resulting from City employment, the Employee shall file an application for Industrial Insurance Compensation in accordance with State Law. Claims shall be filed as designated by the City.

11.13.2 If the Employee has accumulated sick leave credit, the City shall pay the difference between his/her time loss compensation and his/her full regular salary unless the Employee elects not to use his/her sick leave.

11.13.3 Should an Employee elect to use sick leave to make up the difference the following procedure will be used:

- a. The City will pay full regular salary, charging the time paid against the Employee's accumulated sick leave.
- b. When eligibility and the amount of workmen's compensation has been determined, the Employee's sick leave balance shall be credited with the appropriate amount of time, based on the Employee's gross hourly pay rate, to the nearest hour.

11.13.4 If the Employee has no sick leave, or elects not to use sick leave, the City will make no payments through the payroll system. The workmen's compensation payments will be made directly to the Employee.

11.13.5 Should any Employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

11.14 FAMILY AND MEDICAL LEAVE PROGRAM: In compliance with Chapter 50A.04 RCW, WAC Sections 192-520-010, and all other statutory provisions, the Employer agrees to remit payment for the Employer and Employee portion of the premiums for this program, retroactively, from January 1, 2019 and continuing through the life of this

Agreement. Upon ratification, all existing Employees will be eligible for use of this benefit effective January 1, 2020, provided the requisite hours have been met in the prior year.

The use of the Family and Medical Leave Program is not contingent upon the usage of any other leaves or the exhaustion of any other leave but may be used by the Employee in conjunction with sick leave or vacation leave, to supplement any loss of pay or to provide additional time as may be needed.

#### **ARTICLE 12 - CIVIL LEAVE, MILITARY LEAVE, BEREAVEMENT LEAVE AND LEAVE OF ABSENCE**

12.1 Civil Leave, Volunteer Leave (emergency services), shall follow City Policy as presently exists.

12.2 Bereavement Leave: Bereavement leave may be taken in the event of the death in the immediate family of the Employee. Paid Bereavement Leave for such reason shall be limited to three (3) days in any one instance. "Immediate family" is defined by Article 11.5. Additional time needed may be utilized by paid sick leave or vacation leave at the Employees discretion. Supervisor may take into consideration special circumstances, on a case by case basis, to expand the inclusion of who may be included under "immediate family." Supervisor discretion in making such determinations will not be subject to the grievance procedure.

#### **ARTICLE 13 – UNIFORMS**

13.1 Where uniforms are required they shall be furnished and maintained by the Employer.

#### **ARTICLE 14 - PREVAILING RIGHTS**

14.1 The Parties agree that any and all wages, hours, and other terms and conditions of employment not covered by this Agreement shall be maintained in accordance with the City's Personnel Policies and/or City Ordinances in effect prior to the signing of this Agreement.

14.2 The scope of work for Employees covered by this agreement shall be limited to duties normally performed by the Public Works Department and the City Clerk's Office, and shall not include any law enforcement or parking enforcement.

#### **ARTICLE 15 - HEALTH AND WELFARE**

15.1 Coverage. The City shall provide the same plan of coverage as preexisted this Agreement, continuing the AWC 250 Plan for all full-time regular Employees and part-time Employees. The City shall pay the full costs associated with the premiums for medical, dental, and vision for each Employee, for the life of the Agreement. Any employee participating in the high deductible plan shall have the same total premium amount (non-high deductible) available to them, with that amount put into the health saving account (HSA) of the employee.

15.2 The City shall create a Voluntary Employee Benefit Account ("VEBA") account for all full-time and part-time Employees. The City will contribute to each Employee's



VEBA account the sum of twenty-five dollars (\$25.00) per month for full-time Employees and part-time Employees working at least 30 hours per week. The City will contribute the sum of twenty-five dollars (\$25.00) per month for regular part-time Employees working less than 30 hours per week, but at least 20 hours per week.

## **ARTICLE 16 - MANAGEMENT RIGHTS**

16.1 All of the core management rights shall remain in the exclusive control of the City. It is expressly agreed by the parties that such core management rights, powers, authority, and functions shall be exercised by the City without having to bargain about the decision nor about the effects of such decisions. Examples of such exclusive core management rights are as follows:

16.1.1 The right to full and exclusive control, management, and operation of Public Works Department and City Hall functions.

16.1.2 The right to determine the scope of activities and services.

16.1.3 The right to determine the business to be transacted.

16.1.4 The right to determine the work to be performed, the hours of work and work schedules, as well as the methods for efficient and productive performance of such work.

16.1.5 The right to determine the equipment to be used for any and all services.

16.1.6 The right to determine the number of employees per classification needed to perform services and work.

16.1.7 The right to determine the processes and procedures to be used to carry out the work.

16.1.8 The right to fix the standards for work to be performed.

16.1.9 The right to hire, select and train employees the way the City deems best for the organization.

16.1.10 The right to discipline employees by oral reprimand, written, reprimand, suspension without pay and discharge for just cause.

16.1.11 The right to assign employees to work sites, work locations and assignments.

16.1.12 The right to promote, demote, retire and transfer employees.

16.1.13 The right to determine the budget.

16.1.14 The right to mandate reasonable overtime when the City determines it is necessary to provide services.

16.1.15 The right to lay off employees when the City determines such action to be necessary.

16.1.16 As indicated in Article 6.5, the right to determine what constitutes an emergency and to determine any and all actions necessary to provide services during such as emergency.

16.2 The City and the Union agree that the above statement of management rights is for illustrative purposes and shall not be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

16.3 In matters not covered specifically and expressly within the Agreement, the City shall have the full and unlimited right to make decisions in such areas, and such decisions shall not be subject to the grievance procedure nor to any court or agency of competent jurisdiction.

16.4 Past Practices: If the City chooses to change past practice, the City shall provide ten (10) working days notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the City's proposed change to past practice. The notification and opportunity to negotiate shall not impede nor adversely affect the City's right to implement change(s) to past practice(s). The notification to the Union will contain a proposed date for negotiation of the change with the Union as well as the approximate date for implementation of the City's change to past practice(s).

## **ARTICLE 17- DISCIPLINE**

17.1 Employee Discipline. The City agrees that an allegation of arbitrary or capricious application of its disciplinary rules and regulations shall be subject to the grievance procedure. The City agrees that disciplinary action will be imposed within ten (10) working days of the violation or knowledge of the violation, whichever is longer, of the City's disciplinary rules and regulations. In the event an incident leading to potential discipline requires an extended investigation, the City will so notify the Employee in writing. The City specifically reserves the right to make all disciplinary decisions provided that it shall not do so in an arbitrary or capricious manner. It is the Employee's responsibility to notify the Union of any potential or actual discipline and the need for an extended investigation time.

17.2 Corrective Discipline. The City agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

17.3 Disciplinary Records. Copies of all records of disciplinary action shall be provided to the Employee.

17.4 Reservation of Rights. The City specifically reserves the right to make all disciplinary decisions provided that those decisions shall be based on Just Cause standards. In the event an Employee files a grievance over whether the City had just cause to impose a particular disciplinary action, in resolving that dispute, an arbitrator shall be limited to considering whether: 1) Was the Employee adequately warned of the consequences of his conduct?; 2) Was the employer's rule or order reasonably



related to efficient and safe operations?; 3) the City, before administrating the particular disciplinary action, made a reasonable effort to investigate and discover whether the Employee did, in fact, violate any City policy, rule or regulation; 4) Was the investigation fair and objective?; 5) Did the investigation produce substantial evidence or proof of guilt?; 6) Were the rules, orders, and penalties applied evenhandedly and without discrimination?; 7) the severity of the discipline imposed was reasonably related to the seriousness of the offense and the past disciplinary record (no more than 24 months of prior discipline may be used).

17.5 Technology and Discipline. In the event the Employer utilizes any technology that may monitor, track, or record the Employee or the equipment used by an Employee that is not presently in use by the Employer, the Employer and the Union will meet prior to using any such technology for the purpose of negotiating any impacts as there may be.

## ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Purpose. The purpose of this grievance and arbitration procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest level in the grievance procedure and there shall be no suspension of work or interference with the operations of the City.

18.2 Definition. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an Employee or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. A grievance shall be filed within the time limits set out below otherwise said grievance is forever waived and lost, unless both parties, prior to the expiration, agree in writing to extend the time limits.

18.3 Grievance Procedure Steps. Grievances shall be processed in accordance with the following procedures within the stated time limits:

**Step 1.** An Employee, within ten (10) working days from the occurrence or knowledge of the occurrence of an alleged grievance, shall present the alleged grievance to the Supervisor in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested. The Employee has the option of being accompanied by the Union steward. The Supervisor shall respond, in writing, to the alleged grievance within five (5) working days. If the Employee is not satisfied with the Supervisor's response, the Employee within ten (10) working days from the receipt of the Supervisor's response, shall present the alleged grievance to Step 2. Any grievance not filed within the time limits set forth in this step shall be forever waived and lost.

**Step 2.** Upon timely receipt of a grievance from Step 1, the Mayor or his/her designee will attempt to schedule a meeting with the Supervisor, Employee and the Union Secretary/Treasurer or his/her designee within fifteen (15) working days to discuss the grievance. The Mayor shall respond, in writing, to the Union and the Employee within fifteen (15) working days following the meeting. Any grievance not presented within the time limits set forth in this Step shall be forever waived and lost.



**Step 3.** If, within fifteen (15) working days after receipt of the Mayor's written Step 2 decision, the Union and the Employee state, in writing, that the grievance remains unresolved, the Union and the Employee may submit a written request for arbitration. Any request for arbitration not presented within the time limits set forth in this Step shall be forever waived and lost.

18.4 Mediation. The City, the Employee, and the Union may agree to participate in non-binding mediation in an attempt to resolve a grievance at any time. The costs of the mediator (if any) shall be paid for one-half by the City and one-half by the Union.

18.5 Selection of Arbitrator. The City and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Union are not able to agree upon an arbitrator within thirty (30) working days after receipt by the City of the Union's written demand for arbitration, the Union or City may request a list of five (5) arbitrators from the Public Employment Relations Commission. After receipt of the same the parties shall, within thirty (30) days, alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall, subject to the Limitation on Arbitrator's Authority below, be final and binding upon all parties. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or a court reporter. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

18.6 Arbitrator Expenses. Each party shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter shall be borne equally by the parties.

18.7 Limitation on Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement. The arbitrator shall only be empowered to determine the issue(s) raised by the grievance and submitted in writing at Step 1 of the formal grievance procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall not have the authority to award punitive damages. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award the arbitrator rendered within the limitations of this Article shall be final and binding upon the City, the Union and the Employees covered by this Agreement. In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

## **ARTICLE 19 – STRIKES**

19.1 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or stator function and/or obligation of the Employer.



19.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay for fringe benefits during the period he/she is engaged in such activity. The employer may discharge or discipline any employee who violated this Article.

19.3 The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of the Article.

## **ARTICLE 20 – SAFETY AND HEALTH**

The City agrees that the safety and well-being of its Employees is of the utmost concern and importance and commits to continued efforts of improvement in all areas of worker safety.

20.1 Both parties of this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations of W.I.S.H.A. and O.S.H.A. including the formation and duties of a safety program.

20.2 Each Employee is responsible for the upkeep and general maintenance of any equipment they may be assigned to, whether permanent or temporary, and it shall be the duty of the operator to anticipate, within reason, normal repairs and maintenance needed.

20.3 The City shall provide safe and clean working environments in all work facilities of the City, additionally ensuring that the equipment and facilities in use by Employees are in good working order and up to date with current industry standards and practices.

## **ARTICLE 21 – WAGES**

### **City Hall**

Deputy Clerk-Treasurer      \$19.93 per hour

Utility Clerk                      \$16.07 per hour

### **Public Works**

Assistant Superintendent      \$24.67 per hour

W/S/St Maintenance              \$21.10 per hour

W/S/St Maintenance              \$18.85 per hour

Maintenance                      \$17.45 per hour

The Employer reserves the right to pay incentive wages above those agreed upon in the Agreement.

21.1 Longevity

In addition to the regular rate of pay, at the following intervals occurring on the Employee's anniversary, the following amounts shall be added to the base rate of pay:

After 10	After 15	After 20	After 25
\$50.00/mo	\$75.00/mo	\$100.00/mo	\$150.00/mo

**ARTICLE 22 - SAVINGS CLAUSE**

22.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect, The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement Article or Section.

**ARTICLE 23 – DURATION**

23.1 This Agreement shall be effective January 1, 2020 and shall remain in full force and effect through December 31, 2021. This Agreement, and the Openers for Wages (Art. 21 and premium pay), and Benefits (Art. 15 Health and Welfare & Appendix A), are subject to negotiations with one hundred and eighty days (180) written notice provide provided to the other party, prior to the termination date of the contract. If the parties are unable to reach an agreement during normal negotiations, then the parties shall request mediation through the Public Employment Relations Commission. The mediator shall carry out these services in accordance with the provisions pertaining to mediation in accordance with the Public Employment Relations Commission's guidelines.

Approved by the **CITY OF TONASKET**  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
of

Approved by **TEAMSTERS LOCAL  
UNION NO. 760** the \_\_\_\_ day  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Dennis Brown  
Mayor

\_\_\_\_\_  
Leonard Crouch  
Secretary/Treasurer



## **APPENDIX A - SUPPLEMENTAL RETIREMENT**

### **WESTERN CONFERENCE OF TEAMSTERS PENSION**

The City agrees that during the life of this agreement, it will allow Employees to participate in the Western Conference of Teamsters Pension Trust Fund. Any such participation will be made by payroll deduction through a wage deferral or reduction of an equal amount per compensable hour for each Employee subject to trust rules and guidelines, In the event that Employees elect to participate in the WCT Pension, the Union will notify the Employer thirty days in advance for the purposes of establishing the payroll procedures and providing the City with all of the documentation needed.