

By and Between

ORIGINAL

CITY OF SELAH

PUBLIC WORKS & PARKS AGREEMENT

And

TEAMSTERS LOCAL UNION NO. 760

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time employees in the City's Public Works and Parks Departments with the exception of the employees covered by other bargaining agreements, Office-Clerical, employees of the Waste Water Treatment Plant, Director of Public Works, Public Works Utility Foreman, Director of Parks & Recreation, Parks & Recreation Coordinator and Confidential employees.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

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

3.1.1 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

3.1.2 The Union and the 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 his behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

3.2 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, social security number, 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 furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.

4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

4.3 Employee Rights: All employees shall be entitled to and afforded the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an attorney-his own the employees choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

4.3.1 Employees shall have the right to have a witness / representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect their conditions of employment. When an employee requests a witness / representative, the meeting will be scheduled or adjourned until the witness / representative can be in attendance; provided the meeting shall occur within seven (7) working days, unless time lines are extended by mutual agreement.

Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling and consulting with an employee in confidence.

4.3.2 No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.

4.3.3 Impact Bargaining: Prior to any major City personnel policy, practice, benefit, change, or alteration in working conditions or other terms of employment, the Union will be provided fifteen (15)

days but as many as practical may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union may negotiate the impact of the change. Either party to this Agreement may request mediation / arbitration under the Public Employment Relations Commission rules for any issue negotiated under this Article which goes to impasse. It is understood that any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Regular Part-Time Employee: A Regular Part Time employee is one who is authorized by the City Council, has served his probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part time employee working eighty (80) hours per month or more is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.

5.2 Regular Full-time Employees: A Regular Full-Time employee is one who has been approved by the City Council, has served his probationary period, is employed on a full-time basis of forty (40) hours per week, is paid the wage rate for the type of work performed based upon his years of service, and who accrues the full benefits and conditions of this Agreement.

5.3 Probationary Employee: A probationary employee shall be defined as any new hire who has not completed six (6) months of consecutive service with the Employer since his first (1st) day of employment within the bargaining unit. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period he may be discharged without further recourse. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and/or discharge of probationary employees.

5.4 Temporary Labor may be used between March 1st and November 30th but may not be used to indefinitely fill positions currently held by regular full-time employees. At no time shall a bargaining unit member suffer a reduction of hours to less than forty (40) when temporary labor is used. The temporary labor should only be used within the parameters of streets, parks and right of way weed eradication. Any further use will be subject to bargaining.

ARTICLE 6 – SENIORITY

6.1 No employee shall acquire seniority until he has become a regular full-time or regular part-time employee under this Agreement. Said regular employee is one who has successfully completed his probationary period.

6.2 Seniority List: The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by a coin flip. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no

obligation under this Agreement to rehire when the employee:

6.3.1 voluntarily leaves the service of the Employer

6.3.2 is discharged for just cause

6.3.3 is laid off for a period in excess of eighteen (18) consecutive calendar months.

6.4 Layoff & Recall: Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable to perform the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.

6.4.1 Any laid off employee is to be given fifteen (15) days notice except in cases of emergency before such layoff is to take place.

6.4.2 No permanent employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which permanent employee is qualified.

6.5 The employee who is most qualified for an available promotion or open position by virtue of training, experience, performance, ability and testing shall fill the available position. When qualifications are substantially equal between applicants for said position, the employee with the highest seniority standing will fill said position.

6.5.1 If the City determines that seniority rights should not govern because a junior employee or other individual possesses ability and performance substantially greater than a senior employee or employees, the City shall set forth in writing to the employee or employees and the Union its' reasons why the senior employee or employees has been bypassed.

6.6 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his former position without prejudice or loss of seniority. Any employee promoted to a position outside the bargaining unit, shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.

6.7 Transfer: Upon recommendation of the City Administrator or designee, or to meet the needs of the City, a transfer may be made. No person may transfer to a position for which he or she does not possess minimum qualifications. Persons accepting said action will be required to serve a trial service period. A trial service period shall be established for any employee who is granted a transfer. A transfer shall not be used to circumvent regulations regarding promotions, demotions or termination.

6.8 Promotion: Where all other factors are relatively equal, in the judgment of the City Manager, seniority may be used as a basis for promotion. Among the factors to be considered, but not necessarily limited to are: Examination results; Knowledge, training, ability, skill, and efficiency; Experience; Physical fitness; Ability to get along well with co-workers; Attendance records; and City employees

who are promoted must pass a new six (6) month trial service period.

6.8.1 Posting: The City agrees to post all vacant positions covered under the bargaining unit internally for seven (7) working days prior to any competitive announcement being released to the general public. Vacancies will be posted in the following locations: City Hall, City Shop, Treatment Plant, Public Works Office and Parks & Recreation Office.

6.8.2 Demotion: No employee will be demoted to a position for which he or she does not possess the minimum qualifications. An employee being demoted shall be notified two (2) weeks prior to demotion. An employee may be demoted: When his or her standard performance falls below that established for his or her particular class; When the employee becomes physically or mentally incapable of performing the duties of his or her position; For disciplinary purposes; or in lieu of layoff.

A demotion may be authorized by the City Administrator for any employee who requests it or to prevent a layoff. Any demotion to prevent layoffs may be reversed when the employee's previous position is re-opened.

ARTICLE 7 - DEFINED LEAVES

7.1 Sick Leave: Employees shall accrue one (1) day sick leave for each month of employment and may accumulate without limit but cannot be taken as annual leave nor compensated for in money or other means at any time unless specified herein.

7.1.1 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

7.1.2 A deduction of one (1) working day of sick leave credit shall be made for each full day's absence due to the following reasons: Personal illness, injury, or quarantine of an employee by a qualified physician. The rate of sick leave pay shall be the same per day as that paid the employee per working day.

7.1.3 Sick Leave Incentive Program: Effective January 1, 2000 employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments or 25 years of service or reaching the age of 62) from the City of Selah may exercise an option to convert unused sick leave accumulated at a rate equal to one (1) full days monetary compensation of the employee for each four (4) full days accrued leave to a maximum of 180 days converted to a maximum of 45 days pay. Such pay may be placed into the employees VEBA account or similar fund as provided by the City under applicable tax rules.

7.1.4 Notification: On the first day of illness, the employee must notify the Department Director or his/her designee before the end of the first hour after his /her shift begins if the employee is to receive credit for that day. When sick leave continues for three (3) days or more due to illness, the Department Director may require the employee to file a physician's certificate for the time the employee was absent. In the event of any failure to file a physician's certificate or report sick leave to the Department Director as required, the City Administrator may in his/her sole discretion, deny such leave with pay for the time of absence.

7.2 Bereavement Leave: An employee shall be allowed up to ten (10) working days of absence with full pay when arranging for and/or attending the funeral of a member of his immediate family. Immediate family shall be defined as a spouse, child, parent, brother, sister, grandparent or grandchild of the employee or of his spouse, or a more distant relative if living in the same household. Two additional days off may be granted by the Department Director in cases where the employee needs to travel out of town or where special circumstances warrant. All bereavement days shall be deducted from the employee's sick leave bank.

7.3 Any employee using sick leave for 3 or more consecutive regularly scheduled work days or who knows they will need accommodation for intermittent scheduling due to qualifying medical reasons shall report such need to their Department Head. The Human Resource Manager should be notified by the Department Head. This leave shall be provided in accordance with Washington's Family Care Act (FCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.

7.4 Personal Day: Employees covered by the Agreement may be absent from work without loss of pay or benefits for the purposes of attending funerals of individuals not covered in Section 7.5, or to attend to emergency business that must take place during normal working hours. Such absence shall be charged against the employee's sick leave bank, if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.

7.5 Employees may use sick leave when caring for dependent children under the age of 18 where the employee's presence is necessary due to an illness.

7.6 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his normal pay.

7.8 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to effective date.

7.9 Workman's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the

original amount of sick leave taken.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he remits to the Employer his properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused for the balance of that day, he shall report as soon as possible to his Employer for the purpose of working the balance of his special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK - OVERTIME

9.1 Work Day - Work Week: Eight (8) consecutive hours, inclusive of rest periods, but to exclude one (1) hour meal period, shall constitute a work day. Five (5) consecutive days, Monday through Sunday shall constitute a work week.

Generally, the working hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The "winter hours" will generally start November 1st and go through March 1st and will rotate one utility worker each week starting at 5:00 a.m. to 2:00 p.m. The "summer hours" will generally start June 1st and go through September 1st but at least one (1) utility worker and one park worker shall work a schedule of 8:00 a.m. to 5:00 p.m.

4/10's Option: During the daylight savings time period (April through October) the work week can be a 4/10's schedule. Ten (10) consecutive hours, inclusive of rest periods, but to exclude a one (1) hour meal period, shall constitute a work day. Four (4) consecutive days, Monday through Sunday shall constitute work week. During Holiday weeks (as defined in article 12.2) any employee working a 4/10's schedule shall automatically work a 5/8's schedule. The Department Director shall have sole discretionary power in determining sufficient staffing levels regarding scheduling.

9.1.1 Assignment of Weekend Personnel: In the Parks Department only, the City may schedule an employee in the parks on Saturday and Sunday as part of his/ her regular work week. The most junior employee shall have the weekend duty. It is understood that this duty shall only be assigned as needed. Scheduled hours will be consistent with the employee's normal work schedule.

9.1.2 Scheduled Work On Holidays Any employee who, due to the nature of his / her position, is required to work a full shift on a holiday (in a non emergency situation) shall be entitled to one (1) day vacation with pay, provided the day is used within six (6) months from the date it was earned, with due regard for the wishes of the employee and the needs of the City in selecting an alternate day.

9.2 Rest Periods: Each-work shift shall include-a one-hour meal period as near to-the-middle of the

shift as possible—and one (1) fifteen (15) minute rest period each one-half (1/2) shift to be taken at the employee's discretion, unless directed by a supervisor, but not sooner than one (1) hour from the start of the employee's assigned shift. Employees may be required to respond to emergency situations during meal and rest periods. A meal period missed at the direction of the Employer, which is not the result of an emergency situation beyond the Employer's control, shall be paid as overtime.

9.3 Schedule Altered The normal work schedule may be altered by the Employer upon thirty (30) calendar days notice to the affected employees. The notice shall state the approximate length of the alteration, as well as a description of the job to be performed. Said notice shall be posted on the department bulletin board showing the employee's shift, work days and hours. The parties agree that in the event of an emergency or if activities with another jurisdiction cannot be achieved, the thirty (30) days can be waived. Summer hour modified start times shall be from June 1 through September 1 and winter hours modified start time shall be from November 15th through February 15th.

9.4 When presented with an emergency beyond his control, the Employer may alter the assigned work hours by giving prompt notification to the affected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

9.5 Employees may exchange shifts when unforeseen circumstances arise provided they first request and receive approval in writing from their immediate supervisor. Such exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.

9.6 Overtime: All work performed in excess of the work day and/or work week as provided in Section 9.1 above, shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. All overtime work must be authorized in advance by the supervisor authorized to sign overtime. Exception: The employee may, at his option, take equivalent time off on the basis of one and one-half (1-1/2) hour of compensatory time off for each one (1) hour of overtime worked. Compensatory time may accrue to a limit of eighty (80) hours, with any time in excess of eighty (80) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September, and December. The Cash Out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled seven (7) days in advance. The Director of Public Works of his designee, after consultation with the lead personnel shall confirm or deny the requested compensatory time off.

9.6.1 All overtime shall be paid for in increments of one-quarter (1/4) hour with the major portion of one-quarter (1/4) hour being paid as one-quarter (1/4) hour.

9.6.2 There shall be no compounding of overtime.

9.7. Employees who are called to work early, contiguous with their work schedule, and those held over at the end of their regular work schedule, will not be eligible for the minimum two hour call out pay but shall receive time and one half (1 ½) for only the actual time worked. When called in two hours or less prior to his/her regular shift, he/she will be allowed to complete his/her regular shift.

9.7.1 Callback Between Shifts: Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said

callback.

9.7.2 Callback on Regularly Scheduled Days Off: Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked during said callback.

9.7.3 Callback During Holidays or Vacation: Employees shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Vacation period for callback purpose shall be defined as the period between the last hour of work of the shift prior to commencement of the employee's vacation, until the first (1st) hour of work of the employee's next shift following the vacation.

9.8 Weekend Duty: Holiday Duty (See 10.2.3) Public Works employees assigned the weekend duty shall be compensated as follows. All time spent working will be compensated at the rate of time and one half (1 1/2), with a minimum of two hours compensation per day or if the two-hour minimum is exceeded actual time worked. On a holiday all time spent working will be compensated at the rate of time and one half (1 1/2) with a minimum of three (3) hours compensation for that day.

9.8.1 Standby: No employee shall be required to be on standby, and no employee shall be required to respond back to work except in the event of an emergency.

9.9 Call List: No employee shall be required to be available for emergency callouts or callbacks. A call list will be made available to the city listing the Utility Worker III employees first followed by the Utility Worker II and then the Utility Worker I. If after calling for thirty (30) minutes with no one responding the calls will then be sent to the Foreman of Public Works, the Director of Public Works the City Administrator then the Mayor of the City of Selah. A qualified employee may volunteer to make himself / herself available to be called first. This will be coordinated through the Public Works Director.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

10.1 See attached Appendix A - (The above-mentioned Appendix is attached hereto and incorporated by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

11.1 All employees shall be paid all monies earned by the end of their regular shift, no later than the last working day prior to the first (1st) and sixteenth (16th) of each month for preceding semi-monthly payroll period. There shall be no deductions other than required by law or authorized in writing by the Employee.

11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.

11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.

11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit.

ARTICLE 12 - ANNUAL LEAVE

12.1 All regular employees shall accrue and be granted the following vacation accumulation according to the following schedule:

Continuous Service	Vacation Days:
0 thru 84th month	10
85th month thru 120th month	15
121st mo. thru 180th month	18
181st month and over	20

12.1.1 Regular part-time eligible employee's annual leave pay shall be on a pro-rata basis, based upon the employee's compensated hours in the previous month.

12.1.2 Prior to the completion of ~~one (1) calendar year~~ **SIX (6) MONTHS** of service, annual leave may not be taken unless prior approval, in writing, is granted by the City Manager.

12.1.3 The Employer will commence vacation scheduling during the month of December in the order of the employees' seniority. It is the employee's responsibility to schedule his or her vacation. Eligible employees must take at least one (1) block of five (5) consecutive days off per calendar year. Any vacation/annual leave usage scheduled during the remainder of the year and requested over seven (7) calendar days in advance of the days off, shall be scheduled in the order of their request without regard to seniority and provided the Employer can maintain minimum staffing requirements.

12.1.4 The vacation/annual leave schedule is a firm schedule and can only be changed by request of the employee and approval of the request by the Department Head, or by an emergency that might arise that would cause a vacation to be re-scheduled. In either case, the changes must be approved in writing by the City Administrator.

12.2 Holidays: The following holidays are recognized as being those for which annual leave in the form of holidays is granted:

New Year's Day	January 1st
M. L. King Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving	4th Friday in November

Christmas Day
Floating Holiday (1)

December 25th
Upon Department Head Approval

12.2.1 Only employees who are on the regular payroll during the period that encompasses the holiday shall be entitled to full holiday benefits. Employees who work part-time on an hourly basis or are temporary workers are not entitled to holiday benefits.

12.2.2 Any holiday falling on Saturday shall be observed on the Friday immediately preceding the holiday and any holiday falling on Sunday shall be observed on the Monday immediately following the holiday.

12.3 Annual leave is accrued at the previously stated rates in Section 12.1. However, only up to 240 hours of accrued annual leave will roll-over from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply) any requested leave, in excess of 240 hours, will be paid to the employee as of the last pay period in December of the given year.

12.4 All requests for annual leave usage are subject to approval by the Department Head or his designee, but if a request is denied, the reasons for such denial shall be promptly communicated.

12.5 Any employee who by virtue of a defined leave is unable to utilize his scheduled annual leave shall not suffer a reduction in annual leave accrual, unless otherwise mutually agreed to by the parties.

12.6 The City and the Union have mutually agreed to create and establish a policy for catastrophic leave to allow the employees of the City of Selah to donate leave to fellow employees with a catastrophic illness or injury.

Policy for Catastrophic Leave/ Illness: Sick Leave/Annual Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (vacation leave and sick leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves, (vacation leave, sick leave; and not be eligible for industrial insurance benefits. The donating employee may not request a transferred amount that would result in their leave balance falling below ten (10) days. Unused leave is returned to the donating employees on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by the City Hall.

ARTICLE 13 - PARTIES RESPONSIBILITIES

13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent them-selves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.

13.2 The parties recognize the need to maintain and increase individual productivity and quality of

public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.

14.2 The bargaining unit members' pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to sections 14.2.2 hereof. The parties agree that contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees, Probationary Employees and Temporary Labor (who receive compensation) at the designated amounts as stipulated in Article 14.2.2 of the Collective Bargaining Agreement.

14.2.1 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the employer shall pay each month into the Western Conference Teamster Pension Trust the below referenced amount on account of each bargaining unit member for each hour for which compensation is paid to him/her, but not to exceed one hundred eighty-four (184) straight time hours for each month, with a maximum of two thousand eighty (2,080) straight-time hours per year. A compensable hour is to be considered all hours with the exception of overtime hours.

14.2.2 Effective January 1, 2019 ten cents (\$.10) an hour will be diverted from employee's wages to the Western Conference of Teamsters Pension Trust, total contribution will be one dollar and fifty cents (\$1.50) per compensable hour.

ARTICLE 15 - LIABILITY INSURANCE

15.1 Liability Insurance - The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof, in order to reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.

16.1.1 Medical Plan: Effective January 1, 2019, based on December 2018 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver (\$11.40), dental and vision benefit Plans.

16.1.2 Medical Plan: Effective (Possibly January, if approved by Trust) February 1, 2019 based on December 2018 hours, Washington Teamsters Welfare Trust Medical Plan Z, (2019 contribution rate to

be determined by November 2018. 2018 rate is \$1065.27)

16.1.2.1 Disability Waiver Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan, (2019 contribution rate to be determined by November 2018. 2018 rate is \$11.40).

16.1.3 Dental Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust Dental Plan A, (2019 contribution rate to be determined by November 2018. 2018 rate is \$130.50).

16.1.4 Vision Plan: Effective January 1, 2019, Washington Teamsters Welfare Trust Vision Plan, (2019 contribution rate to be determined by November 2018. 2018 rate is \$14.90).

16.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - SECTION 125 PLAN - VEBA III PLAN

17.1 Effective January 1, 1999, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and child care expenses from pre-tax dollars.

17.2 Effective January 1, 1999, the Employer shall establish a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts will be from each employees' gross wages and shall be calculated as follows: Beginning January 1999, a monthly benefit contribution amount equal to .5% of each employee's current salary; Beginning January 2000 a contribution amount equal to 1% of each employee's current salary; and Beginning January 2001, a contribution amount equal to 1.5% of each employee's current salary.

17.3 Effective January 1, 2019 the City will provide a \$750 VEBA contribution to each employee, first paycheck in January annually.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

18.1 The total amount due for each calendar month for each of the employees benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

19.1 Each employee has been provided a copy of this Labor Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself with the various plans and determine when he will become eligible for each benefit. If an employee misplaces any of the plant booklets, he should contact the Local Union office for a replacement copy.

19.2 Certain fringe benefit plans permit self-premium payments for a given number of months, in the

event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local, Union office to determine which of the benefits allow self-payments to continue the coverage for himself and family.

ARTICLE 20 - TRUST FUND DELINQUENCIES

20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

22.1 If the Director of Public Works or his designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee, who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.

22.2 The parties to this Agreement recognize the principle of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him concerning his work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his employment, illegal possession and/or use of federally-designated drug abuse items, or such other misconduct which is so serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee.

22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through-the contract Grievance Procedure-as outlined in Article 23.

22.3.1 Should any employee option to appeal a disciplinary action through other provisions of this Agreement's Grievance Procedure, the matter shall be handled in accordance with Section 23.3 and

subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days, exclusive of holidays, after the discharge, suspension or written warning notice, and if not presented within such period, the right of protest shall be waived.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

23.1 "Grievance" as used herein shall mean any dispute between the Employer and his employee's and/or the Union.

23.2 STEP I: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if he feels that it is necessary.

23.3 STEP II: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step I, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Director, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step I. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,

23.4 STEP III: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.

23.5 STEP IV: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.

23.6 The arbitrator shall commence hearings within a reasonable period of time after his selection and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

23.7 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT

24.1 The Employer shall furnish employees with uniforms consisting of shirts, pants or coveralls and hats for regular field personnel. Part-time regular employees may receive uniforms at the Department Head's discretion. Employees will launder the uniforms.

Clothing Provided: The Employer shall supply by the first (1st) Monday in October of each year with the return of previous issue, at no cost to each employee the following:

- 1) Shirts- Five (5) Winter long sleeved
Five (5) Summer short sleeved (Polo or golf type.)
- 2) Coveralls- One (1) light weight, non-insulated short sleeve summer coverall, and one (1) pair insulated winter bibs and one (1) winter coat.
- 3) Rain Gear-One (1) rain slicker per year as needed
- 4) Baseball Cap-As needed (with City logo) not to exceed three (3) per year
- 5) Pants - Five (5) pair pants
- 6) Hip Boots -Six (6) pair of hip boots shall be supplied and shall be kept at the City shop for use as needed by the affected employees.
- 7) Protective Clothing-Protective clothing and equipment required by the City will be furnished by the City.
- 8) Gloves – Three (3) pairs yearly (\$30.00 maximum per year)
- 9) One (1) orange safety jacket
- 10) Shoes – the City shall pay each employee one hundred fifty dollars (\$150.00) annually for the purchasing of work boots.

24.2 In the event an employee's work clothes are soiled beyond normal the employee may have the clothes laundered at an outside facility at employer expense.

24.3 All Employees issued a City phone must carry the phone during working hours.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the employee and to the community in the performance of his or her service. Any regular full-time employee shall be eligible and receive educational incentive pay for college degrees earned while in service as an employee with the City of Selah in fields related to job function or classification.

AA Degree - \$25.00 per month
BA Degree - \$50.00 per month
MA Degree - \$75.00 per month

25.2 Tuition Reimbursement: The Employer agrees to reimburse any eligible employee for tuition costs incurred when attending a job-related and accredited course approved in advance. The employee must first utilize monies under other educational subsidy programs utilizing State, Federal, or private funds. Tuition repayment will be made upon evidence of satisfactory completion with a final grade of "C/2.0" or better, being provided to the Employer. Thereupon reimbursement will be made within the next pay period.

25.3 Longevity Incentive Pay: Each employee of the bargaining unit shall receive longevity pay based upon the schedule below. Time served shall include all time worked for the Employer in a fulltime capacity as part of the Public Works or Parks Department or the City of Selah. This shall be an annual payment as a separate check, less standard deductions. In order to receive this longevity incentive pay the employee must be on the payroll in November. There will be no proration for employees who leave the City of Selah before the November cutoff date. Longevity pay will be issued the Monday prior to Thanksgiving.

<u>Length of Service</u>	<u>Incentive Pay</u>
0 to 60 months of service	0%
61 to 120 months of service	2% of gross non-overtime salary
120 to 240 months of service	5% of gross non-overtime salary
241 months of service and over	7% of gross non-overtime salary

25.4 Longevity Incentive Pay: Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule above as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the Police or City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the gross annual salary as of November 15th of each year. After an employee has worked for the City for five (5) years and they separate employment for any reason, they will receive pro-rated longevity pay.

ARTICLE 26 - UNION ACTIVITY

26.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.

26.2 Union Investigative and Visitation Privileges: The Business Representative of the Union, with the permission of the department head or his designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement; provided however, he shall not interfere with the operation of normal routine of any department.

26.3 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.

26.4 Shop Steward(s): The Employer recognizes the designation of one or more shop stewards designated by the Union and agrees not to discriminate, retaliate or interfere with same in the performance of their official duties. Such steward(s) will be allowed a reasonable amount of time to meet with management without loss of pay or benefits.

ARTICLE 27 - GENERAL PROVISIONS

27.1 Medical Exams: Any physical examination, T.B. skin test, X-rays, required by the Employer shall be taken on Employer time whenever practical, and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer. All employees of the bargaining unit will be subject to random urinalysis drug testing. The cost of the urinalysis test shall be paid by the Employer and the testing shall occur on Employer time.

27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as he may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.

27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap to the extent provided by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, national origin, age, or physical handicap.

27.4 Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual training, travel, per diem. The per diem allowance is \$14 breakfast, \$16 lunch, and \$25 dinner. We reserve the right to unilaterally increase these amounts.

27.4.1 Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the Department Head.

27.4.2 Travel on official business outside the City by a single individual should be via public carrier or City owned vehicle; however, if a private vehicle is used, mileage shall be paid at the current approved IRS mileage rate.

27.4.3 Expense receipts are required for reimbursement.

27.4.4 Advance Travel - Advance travel is also available when employees are required to travel outside city limits on city business. The advance travel fund is solely for advance travel purposes; not direct payments to vendors. Advance travel includes amounts paid for the use of personal automobiles, other transportation, and actual expenses. Per diem or actual expenses as approved by the City Administrator shall be allowed per day of travel. Money is advanced to an individual who is going on travel status for travel related expenses that he/she will pay out of his/her pocket. It is not used for personal loans, payment of airline tickets directly to the ticket agency, pre-registration fees, and reimbursement to

employees or officers for travel already incurred or for other travel or office expenses.

Settlement of advances will be made on or before the tenth (10th) day following the close of the travel period by filing with the Clerk/Treasurer, and itemized statement of expenses and proof of expenses. Class or seminar schedules are not to be turned in with the statement of expenses.

27.4.5 Accounting - Any default in accounting for or repayment an advance shall render the full amount which is unpaid immediately due and payable with interest at the rate of ten percent (10%) per annum from the date of default until repaid. To protect against any losses on advances, the City shall have the prior lien against and right to withhold any and all funds to whom such advances have been given. No advance of any kind may be made to any employee at any time when he/she is delinquent in accounting for or repaying a prior advance.

27.4.6 C.D.L. Endorsement Required Certifications: Any license or certification required by the employer, as a condition of employment or promotion, other than a basic Washington State Drivers License shall be paid for by the employer. The employer shall provide to the bargaining unit, a yearly update on each individual's status regarding continuing education units as contained in City personnel file.

27.5 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

27.6 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except in the case of an emergency beyond the Employer's control, for the purpose of instruction, training, or to assist in the handling of special events.

ARTICLE 28 - PERSONNEL FILES

28.1 Employee(s) shall have the right to review material in their personnel files maintained in the Employer's Personnel Office during regular business hours. The employee may have a representative of the Union accompany him if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.

28.2 The personnel file will contain all evaluation reports that have been completed by an authorized administrator, and such other material that would assist in evaluating the employee. Yearly evaluations shall begin by March 10th and be concluded by May 30th of each year.

28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.

28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.

28.5 After two (2) years an employee may request in writing that derogatory material other than

yearly evaluations be expunged from his file. Decisions on such request shall be made by the Department Head or his designee in consultation with the Union.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

No lockout of employees shall be instituted by the Employer.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto 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 re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 31 - TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from January 1, 2019 and shall remain in full force and effect through December 31, 2023. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

The City and the Union may by mutual agreement, open Article 16 – Health Care Benefit Programs for the purpose of considering other plans and/or providers.

**SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH**

By Sherry Raymond
Mayor

Date October 23, 2018

ATTEST:

By Dale Novobielski
City Manager
DALE NOVOBIELSKI, CLERK/TREASURER

Date 10/23/18

**SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760**

By Leonard J. Crouch
Secretary-Treasurer

Date 10.18.18

ORIGINAL

APPENDIX "A"
PUBLIC WORKS & PARKS DEPARTMENT EMPLOYEES

ARTICLE 1A - DEFINITIONS OF PUBLIC WORKS DEPARTMENT EMPLOYEES

1.A.1 A Public Works and/or Parks Department employee is one who is working and engaged in, limited to, activity which requires work in the Selah Public Works Department.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.A.1 The following salary schedule for Public Works & Parks Department employees shall be effective January 1, 2019.

- 2019 2% increase above the 2018 wage rates.
- 2020 2% increase above the 2019 wage rates.
- 2021 2% increase above the 2020 wage rates.
- 2022 2% increase above the 2021 wage rates.
- 2023 2% increase above the 2022 wage rates.

Classification	Monthly Salaries				
	2019	2020	2021	2022	2023
Public Works Foreman	\$ 5,450	\$ 5,559	\$ 5,670	\$ 5,784	\$ 5,899
Utility Lead	\$ 5,317	\$ 5,424	\$ 5,532	\$ 5,643	\$ 5,756
Utility Worker III	\$ 5,063	\$ 5,165	\$ 5,268	\$ 5,373	\$ 5,481
Utility Worker II	\$ 4,724	\$ 4,818	\$ 4,914	\$ 5,013	\$ 5,113
Utility Worker I	\$ 4,380	\$ 4,467	\$ 4,557	\$ 4,648	\$ 4,741
Utility Worker Trainee	\$ 4,023	\$ 4,103	\$ 4,185	\$ 4,269	\$ 4,354

2.A.2 Temporary Step-Up Pay: Any employee who works for two (2) consecutive weeks in a higher classification shall be entitled to be paid at the rate of pay for that classification for the duration of the time they work in that classification or until the termination of this Agreement, whichever comes first. Such increase in pay shall commence on the first day of the pay period following the completion of said two (2) week service.

2.A.3 The employer will establish two (2) lead positions, one lead in the Utility division and one lead in the Parks division. It is understood that in this position the lead will have the responsibility to direct the workforce and report work rule and contractual infractions to management, but they will not be permitted to hire, fire or recommend disciplinary actions. It is further understood that in recognition of their additional responsibilities, the lead shall be paid at five percent (5%) above the Utility III wage rate.

2.A.3.1 The Union and the bargaining unit recognize that inclusion of the lead position in the same bargaining unit as the Utility and Park employees shall not inhibit, restrain, or in any way adversely affect the performance of the duties of the lead position, including, but not limited to the duty of working closely with management in handling matters pertaining to rank and file employees, when such is necessary for the effective management of the public works and parks operation and the duties of not disclosing information which is confidential management information.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TEAMSTERS LOCAL 760
AND
THE CITY OF SELAH**

Teamsters Local 760 and the City of Selah hereby adopt the following language to define the intent of the utilization of seasonal employees.

Seasonal Employees: A seasonal employee is one who has been appointed by the City to a temporary position with the City. Such employees may work on a part-time seasonal basis as prescribed by the City. Seasonal employees perform only seasonal duties as assigned, incidental to seasonal needs of the Department, including grounds maintenance, gardening, and other special duties, arising during the period of Seasonal employment. Such seasonal employee(s) shall not be used to displace Regular part-time or a Regular full-time or probationary employee. In no event shall a seasonal employee be employed for longer than nine (9) consecutive months unless extended for a longer period of time by mutual agreement of the City and the Union. A seasonal employee is not a member of the bargaining unit and is not entitled to any of the benefits covered by this agreement. Seasonal employees shall not perform bargaining unit work.

Teamsters Local 760:

The City of Selah:





Date: 10.18.18

Date: Oct. 23, 2018

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