

**RESOLUTION NO. 2017-20**

**A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE 2018-2020  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
TOWN OF NACHES AND THE GENERAL TEAMSTERS UNION  
LOCAL NO. 760**

**WHEREAS**, the Town of Naches and the Teamsters Union Local No. 760 have entered into and completed negotiations for the 2018-2020 collective bargaining agreement; and,

**WHEREAS**, the Town Council of the Town of Naches has reviewed the collective bargaining agreement and find that it is in the best interests of the residents of the Town to agree to the terms and conditions therein for the employees covered,

Now, therefore;

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, as follows:**

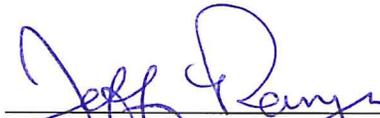
The Town Council of the Town of Naches authorizes the Mayor to sign the 2018-2020 collective bargaining agreement between the Town of Naches and the General Teamsters Union Local No. 760, a copy of which is attached hereto as Exhibit "1."

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES,  
WASHINGTON, this 11<sup>TH</sup> day of December 2017.**

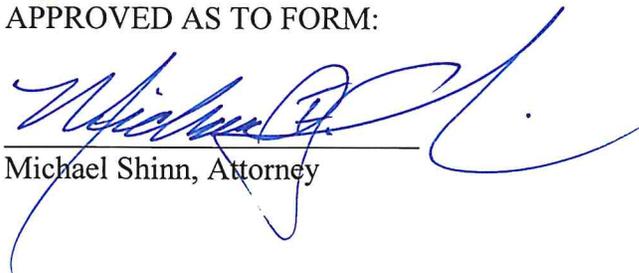


Paul D Williams, Mayor

ATTEST:

  
Elvira Birrueta, Clerk/Treasurer  
*Jeff Ranger Designee of*

APPROVED AS TO FORM:

  
Michael Shinn, Attorney

**COLLECTIVE BARGAINING  
AGREEMENT**

**By and Between**

**THE TOWN OF NACHES, WASHINGTON**

**And**

**TEAMSTERS LOCAL NO. 760**

**International Brotherhood of Teamsters**

**(Draft)**

**January 1, 2018 – December 31, 2020**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 This Agreement is made and entered into by and between the Town of Naches (Employer) and General Teamsters Local No. 760 (Union), the certified collective bargaining representative, for the purpose of fixing wages, hours, benefits and working conditions affecting the employees.

## ARTICLE 2 - RECOGNITION

2.1 The employer recognizes the Union as the sole and exclusive bargaining representative for all regular full time and regular part time employees of the Town of Naches, excluding elected officials and confidential employees.

## ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

### 3.1 Union Security

It shall be a condition of employment that all employees of the Employer covered by this Agreement shall, on or before the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Union; or agree to pay the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

- 3.1.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bonafide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Union initiation fees and regular union dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, 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.
- 3.1.2 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.
- 3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 3.1 or 3.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 3.1 or 3.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.
- 3.3 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, home address and classification of the employee hired.
- 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 regular initiation fee and/or 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 arise from the administration of this Section.

#### ARTICLE 4 - RIGHTS OF PARTIES

4.1 Management Rights – It is recognized that the Employer shall retain its traditional rights to manage and direct affairs of the Employer in all various aspects, including, but not limited to: The right to manage, direct and supervise all operations of the work force, including the assigning of overtime; to plan, direct, control and determine all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to establish the qualifications for employment; to hire, assign, transfer and promote employees; to demote, suspend, discipline or discharge employees for cause. (Probationary employees without cause). To relieve employees due to lack of work or funds; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The foregoing functions of the Employer shall not be deemed to exclude other functions of the Employer not specifically set forth above.

The exercise of these rights, which do not conflict with the collective bargaining agreement, shall be the prerogative of the Employer and such exercise shall not be subject to grievance or arbitration.

4.2 Union Rights - The Union does not waive any right the Union has under applicable state law including, but not limited to, the right to require the Employer to bargain collectively concerning any subject matter held by State law to be mandatory and which is not otherwise covered by this Agreement.

#### 4.3 Rights of Employees Under Investigation

4.3.1 Every employee who becomes the subject of an internal investigation shall be advised at the time of an interview that he or she is suspected of:

- A. Committing a criminal offense; or
- B. Misconduct which could be grounds for discharge, demotion, suspension without pay, or written warning.

4.3.2 Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling, and does not include actual participation in the investigation. A criminal investigation is one which could result in the filing of a criminal charge.

4.3.3 The employee shall be informed in writing of the nature of a major investigation before an interview commences. A "major investigation" is one which could result in discharge.

4.3.4 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the emergency of the investigation dictates otherwise.

4.3.5 The employee, the Employer, or the Union may request that an investigation interview be recorded, either mechanically or by a stenographer, provided that such request for recording does not unduly delay the interview. The party requesting recording shall pay for the recording and transcription. Upon request, the employee under a major investigation shall be provided with an exact copy of any written statement signed by the employee.

4.3.6 The interview shall be completed within a reasonable time and in a reasonable manner. Before being

interviewed, the employee shall be afforded a reasonable opportunity to contact and consult privately with a representative of the Union.

4.3.7 In the event the dismissal of an employee becomes imminent and the Employer determines that an acceptable alternative to dismissal is the resignation of the employee, the employee will be provided a reasonable opportunity to confer with the Union before being required to respond to an offer of resignation.

4.3.8 Employees will not be required to submit unwillingly to a polygraph test, except as part of the initial application for employment or an application for a change in classification.

#### ARTICLE 5 - DEFINITIONS

5.1 Regular Full-time Employee: One who has been appointed as a full time employee by the Employer, and who has successfully completed the probationary period. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.

5.2 Regular Part-time Employee: One who has been appointed as such by the Employer, who has completed the probationary period, whose work schedule is at least eighty (80) hours per month for a minimum of five (5) months in a calendar year, and whose schedule may be either regular or irregular. Unless otherwise provided in this Agreement, regular part-time employees accrue benefits pro rata based upon the proportion of the number of regularly scheduled work hours, or the number of hours actually worked, whichever is greater, as compared with a forty (40) hour work week.

5.3 Probationary Employees: One who is newly hired and who has not completed six (6) months of service with the Employer since the first day of employment within the bargaining unit. A probationary employee shall work under the provisions of this Agreement, but only on a trial basis. During the probationary period, the employee may be discharged without cause and without further recourse.

#### ARTICLE 6 - SENIORITY

6.1 No employee shall acquire seniority until completion of the probationary period. A list of employees arranged in order of seniority with the Employer shall be given to the Union annually. When two (2) employees have the same hire date, the employee with the highest empirical ranking on the initial interview for employment shall be considered as senior. Initial seniority order shall be determined by the employee's length of continuous service with the Employer.

6.2 The seniority of an employee shall be considered broken and all rights forfeited when the employee:

- A. Voluntarily leaves the service of the Employer;
- B. Is discharged for cause;
- C. Is laid off for a period in excess of one (1) year for a regular full time employee or six (6) months for a regular part time employee;
- D. Fails to return to work upon recall from an indefinite layoff within fourteen (14) calendar days after receipt of written notice from the Employer at the last known address appearing on the Employer's records.

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

#### ARTICLE 7 - LAYOFF AND RECALL

7.1 Order of layoff: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification.

7.2 Order of recall: Employees shall be called back from layoff according to seniority in the classification from which they were laid off.

7.3 Maximum layoff term: Layoff status shall not extend more than one (1) year for a regular full time employee and more than six (6) months for a regular part time employee.

7.4 No accrual of benefits: Benefits shall not accrue during layoff except for medical benefits which may be required by this contract or by law during a layoff period. Layoff shall not affect seniority unless there is a break in service.

#### ARTICLE 8 - PROMOTION AND DEMOTION

8.1 The term "promotion" means the advancement of an employee to a higher paying assignment of work or to a position the employee considers to be in his or her interest regardless of the wage rate.

8.2 Notices of openings in positions covered by this Agreement shall be posted at Town Hall and a copy sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, and hours of work.

8.3 Application forms for the open positions will be available to bargaining unit employees at the Town Hall and the openings will remain open for a period of not less than five (5) working days. Employees wishing to make application for the initial testing must do so within such period.

8.4 The applicant who is most qualified for the position advertised by virtue of training and/or experience shall fill the open position. When making the selection, the Employer may consider such factors as prior evaluations, related applicable experience, interview evaluations, and test results. When qualifications are substantially equal between applicants, the employee with the highest seniority standing will fill the position. The Employer may make temporary appointment from within the bargaining unit by seniority from among qualified employees during the posting period.

8.5 Trial period: Newly appointed employees shall have a thirty (30) calendar day trial period which may be extended by mutual consent to a maximum of an additional thirty (30) calendar days following written notification to the employee and the Union. An employee who fails to qualify during the trial period shall be reinstated to the employee's former position or in one of like status and pay.

8.6 Disciplinary Demotion: The term "disciplinary demotion" means the involuntary reassignment of an employee to a lower paying position for disciplinary reasons. A written statement setting forth the reasons for such action shall be given to the employee at least fifteen (15) calendar days prior to the effective date of the action. This Section shall not apply to probationary employees. The grievance procedures provided by this Agreement apply to a disciplinary demotion.

8.7 In the case of elimination of a position, the employee affected shall have the opportunity to accept a voluntary layoff or a voluntary demotion, provided the employee is fully qualified to perform the work required by that position. If there is no position available to which the employee can be demoted, or if the employee is not qualified for the lower position, then the employee shall be laid off. Any employee displaced by a voluntary demotion shall also have the right to accept a voluntary layoff or voluntary demotion, provided there is a lower position to which the employee can be demoted. In the event the eliminated position is re-established, the employee originally affected shall have first opportunity to return to the re-established position, provided the employee is qualified to perform the work and provided there has been no break in service.

#### ARTICLE 9 - DEFINED LEAVES

9.1 Sick Leave

9.1.1 Accumulation: All regular, full-time employees shall accumulate sick leave at the rate of eight (8) hours

for each full month of service from the first day of employment. Sick leave accumulated in one (1) year may be carried over to succeeding years to a maximum of one thousand forty (1040) hours. All regular part-time employees shall accumulate sick leave on a pro-rata basis.

9.1.2 Compensation upon separation from employment: No compensation shall be paid for accrued sick leave upon separation from employment.

9.1.3 Accrual on leave: Sick leave shall not accrue during leaves of absence without pay or layoffs. All employees on leave with pay will continue to accrue sick leave benefits.

9.1.4 Uses of sick leave: Sick leave may be used when an employee is incapacitated from the performance of assigned duties by reason of sickness, pregnancy, or injury resulting from causes beyond the employee's control, or when through exposure to contagious diseases, the presence of the employee would jeopardize the health of others.

9.1.5 A deduction of one (1) hour of sick leave credit shall be made for each hour of absence due to illness, injury, or medical treatment related to pregnancy, or when obtaining medical, dental, or optical attention by a recognized professional, or when through exposure to contagious diseases, the presence of employee would jeopardize the health of others.

9.1.6 Notification of sick leave absence shall be given to the Town Administrator, Mayor or Mayor-protem on the first day of absence, no later than within one (1) hour prior to the assigned shift on the first day. The employee shall keep the Employer apprised of each subsequent day of absence. Failure to provide timely notification may constitute cause for loss of leave. When absence extends beyond three (3) days, the mayor may request a verification from a recognized professional. Failure to provide such with in a reasonable time shall be just cause for discipline.

9.1.7 Whenever an employee is on annual leave and becomes ill or injured so as to prevent employment if not on annual leave, the employee may charge such absence to the employee's accumulated sick leave account by satisfactory notice to the Employer. Upon request by the mayor, certification of such illness by a recognized professional may be required. The scheduled time off shall be deferred to a later time. Failure to provide such with in a reasonable time shall be just cause for discipline

9.1.8 Coordination of disability benefits: Sick leave pay shall be reduced by any other benefits employee receives under this contract or by way of state or federal law so that the sum of the daily sick leave allowance provided by this contract plus those other benefits shall not exceed 100% of the regular hourly rate at straight time for any hour of time lost. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's accrued sick leave.

## 9.2 Bereavement Leave.

9.2.1 In the event of the death of a member of the employee's immediate family, an employee may, with the consent of the Town Administrator, mayor or mayor pro-tem, be absent from duty for not more than five (5) consecutive days on any one occasion. More leave may be granted upon request to the Mayor or Town Administrator. The term "immediate family" means: Spouse, children (including step-children of the employee), grandchildren, parents, siblings, and grandparents, of the employee or the employee's spouse, or a more distant relative if living in the same household.

9.2.2 In the event of the death of a person who is not a member of the employee's immediate family, an employee may be absent from duty for not more than one (1) day on any one occasion. More leave may be granted on request to the Mayor or Town Administrator. All such leave shall be granted or denied in the sole discretion of the Mayor or Town Administrator. Time can be taken from Vacation or Comp Time.

## 9.3 Family illness

9.3.1 In the event of serious illness in the employee's immediate family, an employee may be absent from duty for not more than three (3) consecutive days on any one occasion. Such absence will be charged against the employee's sick leave accrual. More leave may be granted upon request to the Mayor. The term "immediate family" means: Spouse, children (including step-children of the employee), parents, siblings, and grandparents, of the employee or the employee's spouse, or a more distant relative if living in the same household.

9.3.2 Sick leave may be taken to care for an employee's ill children under the age of eighteen (18) or a member of the employee's immediate family living in the same household.

9.4 Maternity leave: No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as she is able to safely perform the duties of her job, and as long as her physician, in writing, advises. Periodic reports from her physician concerning the advisability of continuing work may be required. Absence for maternity leave will first be charged against compensatory time accrued, then sick leave accrued, then any other accrued leave. If all paid leave is exhausted, then any additional maternity leave shall be unpaid. Leaves of absence for maternity may be granted by the Mayor in accordance with the provisions of Town Policy with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state law to the extent that it addresses the issue of maternity leave and mandates certain policies upon local governments.

9.5 Childbirth leave: An employee may be absent for the birth or adoption of that employee's child. Time lost shall first be charged against compensatory time accrued, and then sick leave accrued, then any other accrued leave.

9.6 Military leave: A regular full time employee who is an active member of an organized reserve of Armed Forces of the United States shall be entitled to military leave of absence for a period not exceeding fifteen (15) calendar days during each calendar year. Such leave shall be granted in order for the employee to take part in active duty training in such manner at such time as the employee may be ordered to active duty training. 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 or privileges. During the period of military leave, the employee shall receive normal pay.

9.7 Leave of absence: A leave of absence without pay or loss of seniority not to exceed seven (7) calendar days may be granted to an employee by the Mayor. Any leave of absence which exceeds seven (7) calendar days may be granted upon the written approval of the Mayor.

A copy of the written approval shall be provided to the Union. Failure to report to duty after a leave of absence has expired shall be deemed an automatic resignation. In an emergency situation, the Employer may require that an employee voluntarily interrupt a leave of absence. No annual leave or sick leave shall accrue during a leave of absence without pay.

9.8 Jury Duty.

9.8.1 An employee subpoenaed for jury service in any municipal, county, state or federal court shall advise the Employer of such call. The employee shall be allowed a leave of absence to respond to the jury duty subpoena and shall be paid for the time lost from work, less the amount of compensation the employee received for jury service. The employee shall retain any payment received for mileage or out-of-pocket expenses.

9.8.2 An employee subpoenaed for jury duty shall have a special jury duty shift starting time of 8:00 a.m. for those days on which the employee is required to physically report for jury duty. Any employee reporting for jury duty, if excused for the balance of that day, shall report as soon as possible to the Employer for the purpose of working the balance of the special jury duty shift.

9.9 Witness subpoena.

9.9.1 If an employee is subpoenaed to testify as a witness in any matter as a regular part of the duties of the Town of Naches Labor Agreement

employee, then the employee shall be considered actually working for the time lost due to the subpoena. The employee shall receive normal pay for the time lost, less any compensation the employee received for responding to the subpoena.

9.9.2 If an employee is subpoenaed to testify as a witness in any matter because of an incident occurring while the employee was on duty or because of information gained by the employee while on duty, then the employee shall receive normal pay at straight time for the time lost, less any compensation the employee received for responding to the subpoena. Such compensated time shall not be considered time actually worked for purposes of calculating overtime.

9.9.3 If an employee is subpoenaed to testify as a witness in a matter not qualifying under 9.9.1 or 9.9.2, then the employee shall be granted a leave of absence without pay to respond to the subpoena. The employee may retain any compensation received for responding to the subpoena, and upon the employees' request utilize their personal leave accrued hours.

9.9.4 In all cases in which employees respond to subpoenas, the employees shall retain any payment received for mileage or out-of-pocket expenses.

#### ARTICLE 10 - HOURS OF WORK - OVERTIME

10.1 Work day - Work week.

10.1.1 The work week shall be defined as beginning Saturday at 0001 hours a.m. and ending at 2400 hours Friday.

10.1.2 For all regular full time personnel the work week shall consist of forty (40) hours of work.

10.1.3 A workday shall consist of eight (8) hours of work, or ten (10) hours of work, and an unpaid meal period of one-half (1/2) hour and rest periods.

10.1.3.A (5-8's) In cases of a work shift of five (5) eight (8) hour work days, the work week shall consist of forty (40) hours of work, with two (2) consecutive days off.

10.1.3.B (4-10's) In cases of a work shift of four (4) ten (10) hour work days, the work week shall consist of forty (40) hours of work, with three (3) consecutive days off.

10.1.4 The Employer may set the hours of work; however, all employees shall receive their work schedule no less than seven (7) calendar days in advance of any change in said schedule. Except in the case of an emergency as defined in this Agreement. A request in a change in the schedule by an employee shall be made no less than seven (7) calendar days in advance of any change in said schedule.

10.2 Overtime.

10.2.1 Overtime threshold: Employees shall be compensated at the rate of time and one-half (1-1/2) for compensated time in excess of forty (40) hours in one work week. For purposes of the overtime threshold, compensatory time used, sick leave used, time lost due to a subpoena under Section 9.9.2, and any time which is already compensated at time and one-half (1-1/2), such as call-out pay, shall not be counted as "compensated time." All overtime must be approved by the Administrator or Mayor. In the event of an emergency, such approval will not be necessary.

10.2.2 Overtime compensation shall be in the form of pay or compensatory time off at the election of the employee, except that an employee may not accumulate more than forty (40) hours of compensatory time. Any compensatory time accrued must be used within thirty (30) days of accrual or it will be paid out.

10.2.3 Computation: All overtime shall be computed and paid by rounding the time off to the nearest fifteen (15) minute increment. There shall be no pyramiding or compounding of overtime.

10.3 Meal periods and breaks.

10.3.1 Meal periods. Meal periods shall be scheduled as near as reasonably possible to the middle of the shift. Employees scheduled to work a twelve (12) hour or more shift shall receive a second lunch period at the conclusion of eight (8) hours or, in lieu, receive a lunch differential as specified in this Section.

10.3.2 Breaks. Each employee shall receive a relief period not to exceed fifteen (15) minutes approximately halfway through the first half of the work shift, and another approximately halfway through the second half of the work shift. The relief periods shall be compensable time. In the event that an employee is required to work in excess of eight (8) hours in a given day, that employee shall receive a fifteen (15) minute break at the completion of eight (8) hours and a fifteen (15) minute break every two (2) hours thereafter.

10.4 Emergencies. When presented with an emergency, the Employer may alter the assigned work hours by giving prompt notification to the affected employees.

10.5 Shift exchanges. Employees may exchange shifts when unforeseen circumstances arise, provided they first request and receive approval from the Town Administrator mayor or mayor pro-tem. Such exchanges in shifts shall not constitute a basis for entitlement to overtime compensation.

10.6 Call out - Call back.

10.6.1 An employee who is required to work after having completed the regular shift shall be paid a minimum of two hours at time and one-half. Hours actually worked in excess of the two (2) hour minimum shall be paid at the over-time rate.

10.6.2 In the event an employee is called in two (2) hours or less prior to his/her regular shift, he/she shall be allowed to complete his/her regular shift.

10.6.3 All normally scheduled overtime will be offered in order of seniority provided the employee is qualified and/or certified to perform the work. This shall not apply during emergency circumstances.

10.7 Standby.

10.7.1 The term "standby time" means that period of time when a qualified employee is not on regularly scheduled work hours but is required to be reasonably available for performance of emergency work.

10.7.2 Standby time shall be equally rotated among all qualified employees of the bargaining unit.

10.7.3 All employees assigned to standby duty shall be guaranteed a minimum pay equal to two (2) hours pay at straight time for eight (8) hours of standby assignment. This shall be in addition to regular pay. If an employee is unable to complete standby for the assigned period, the employee shall receive one-half (1/2) hour of pay for each two (2) hours spent on standby.

10.7.4 An employee who is unable to complete a standby assignment shall be replaced by the next scheduled standby employee. The replacement shall be paid at the rate established in 10.7.3.

10.7.5 Incapacity to serve on standby shall be reported immediately to the Town Administrator, Mayor or Mayor-protem. Incapacity to serve shall be interpreted to mean excused from duty in accordance with the policies established for sick leave.

10.7.6 An employee scheduled to serve on standby on a specific date may be excused for compassionate reasons, providing a four (4) hour notice in advance of the scheduled standby is given to the employee's Town Administrator, Mayor or Mayor-protem.

10.7.7 When called to perform work on a standby basis, the standby employee shall be paid at the rate of time and one-half (1-1/2) for each hour worked, with a minimum of two (2) hours of pay. All pay for work actually performed while on standby duty shall be in addition to the regular standby pay.

ARTICLE 11 - HOLIDAYS

11.1 All regular full-time employees shall have the following paid holidays. Regular part-time employees shall receive the same holidays on a pro-rated basis:

New Year's Day	Veteran's Day
M. L. King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	1/2 Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Two personal leave days

11.2 When a holiday falls on Sunday, the Monday following shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. A holiday falling within a vacation period shall not constitute a vacation day, and a holiday occurring while an employee is on sick leave shall not count against the employee's sick leave credit.

11.3 Any employee who is required to work on a holiday shall receive two (2) times their normal rate of pay for the time worked.

11.4 To be eligible for personal leave days, an employee must have been employed for more than six (6) months as a regular full- or part- time employee.

11.5 All requests for personal leave days are subject to approval in writing by the Town Administrator or Mayor. Such request shall not be unreasonably denied. In the event the request is denied, the reasons for the denial shall be fully explained in writing. The Town Administrator or Mayor shall respond to leave requests as soon after their submission as is practicable.

ARTICLE 12 - ANNUAL LEAVE

12.1 All regular full time and regular part-time employees shall be entitled to annual leave with pay at their regular rate according to the following schedule:

<u>Years of Continuous Service (Inclusive)</u>	<u>Hours Accrued per Month of Continuous Service</u>	<u>Hours per Year</u>
During 0-2	6.66	80
During 3-9	8	96
During 10-14	10	120
<b>During 15 plus</b>	<b>12</b>	<b>144 effective as of 1-1-2019</b>

\* Regular part-time employees will receive the Annual Leave above at a pro-rata basis.

Commented [KW1]: To be effective as of 1-1-2019

12.2 A probationary employee shall accrue annual leave, but shall not be entitled to use it.

12.3 Annual leave may be accumulated up to a maximum of two hundred forty (240) compensable hours as of December 31 of any year. Additional accumulation of annual leave as of December 31 of any year requires the

written permission of the Mayor for carry over. Unless permission is received, any such excess will be paid with the first paycheck in January.

12.4 Accrued annual leave shall be paid to all regular employees who are discharged, laid off, or who voluntarily leave the service of the Employer.

12.5 The annual leave of each qualified employee shall be bid in order of seniority, November 1st of each calendar year for the following year's vacation schedule. Employees may pass bid all or part of their annual leave. The scheduling of pass bid annual leave shall be on a first (1st) request, first (1st) given basis.

12.5.1 Employees will bid a maximum of two (2) weeks vacation on their first bid and shall bid the remaining vacation on the second bid cycle.

12.5.2 All bids for annual leave are subject to final approval by the Mayor or Town Administrator at the time of the bid, as defined in 11.5 of this Agreement, if a vacation bid is denied the employee may bid again until he/she has successfully completed a bid.

#### ARTICLE 13 - PAY ARRANGEMENTS

13.1 Compensation schedule. The Employer reserves the right to institute a compensation schedule which involves payment more frequently than once per month. Currently, employees will be paid monthly. An employee may request a mid-month draw not to exceed forty (40%) percent of the employee's monthly salary. Any payment for overtime shall be included in the monthly pay and not in the mid-month draw. Payday for each month shall be designated as no later than the fifth (5th) calendar day, 1:00 P.M. of the following month, with mid-month draw on the fifteenth (15th) calendar day, 4:30 P.M. or at the end of their shift, of that month. If either the 5th or the 15th day falls on a Saturday, Sunday, or holiday, the monthly payday and the mid-month draw check shall be ready for each employee on the preceding business day. Any errors in the pay of any employee shall be corrected in the next monthly paycheck.

13.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying wage rate, hours paid, and other compensation payable, as well as any and all deductions from gross wages for the pay period.

13.3 Upon separation from employment for any reason, all regular full time and regular part time employees shall receive all monies due as soon as is practicable. Monies due consist of the following types of compensation which are accrued and unused: Wages, authorized overtime, compensatory time, and annual leave. In case of death of an employee, such compensation shall be paid to the estate of the deceased.

#### ARTICLE 14 - DISCIPLINE

14.1 The Employer may discipline an employee for just cause.

14.2 Disciplinary action is limited to the following:

- A. Oral reprimand.
- B. Written reprimand.
- C. Suspension without pay. (No accrual of sick leave or vacation pay and loss of holidays. Depending upon the length of suspension, loss of health care benefits is also possible.)
- D. Demotion.
- E. Discharge.

14.3 Disciplinary action shall be subject to appeal through the grievance procedure provided for in this Agreement.

## ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 "Grievance" as used herein shall mean an alleged violation of a specific term or terms of this Agreement, or a dispute involving an interpretation of a term or terms of this Agreement. The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. The Town of Naches shall have the right to file a grievance.
- 15.2 STEP I: An employee having a grievance shall submit it in writing with sufficient information necessary for the Employer to rule on the merits of the grievance, on a prescribed form designed jointly by the parties within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days of the date on which such matter became known to the employee, or it shall be deemed waived. The employee is to first (1<sup>st</sup>) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. If the agreement is not satisfactorily resolved within five (5) calendar days it shall be referred to Step II. The employee shall have the option of being accompanied by his union representative if he feels that it is necessary.
- 15.3 STEP II: If a grievance is not resolved in Step I, the grievance shall be submitted to the department head or City Administrator within ten (10) calendar days of it being referred to Step II. An attempt will be made to resolve the grievance with the department head, and/or City Administrator, the Union representative(s), and the grievant(s), within ten (10) calendar days after receipt of the written grievance. If the grievance is not satisfactorily resolved within this ten (10) calendar day period, it shall be referred to Step III, or it shall be deemed waived, unless otherwise to by the parties.
- 15.4 STEP III: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Employer 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 ten (10) calendar days, either party shall have the right to submit the dispute or grievance to expedited mediation/arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration. Further, the parties agree to use a panel of five (5) standing Mediator/Arbiters. They are: Phil Kienast, Timothy Williams, Gary Axon, Janet Gaunt, or Fred Rosenberry.

Either party may unilaterally remove a mediator/arbitrator at any time as long as there is not dispute pending at the time. Mediator/Arbitrator vacancies shall be filled by mutual agreement.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.

If, after a concerted effort, a sign mediation meeting does not produce a settlement, the mediator/arbitrator shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

The mediator/arbitrator shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.

The mediator/arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, applications, or enforcement of this Agreement. The mediator/arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbitrator shall be final and binding upon the aggrieved employee, Union and Employer.

Either party has the right to have a representative represent them at any step of the grievance procedure.

15.5 The following grievance principles shall govern and be controlling in any and all grievances:

1. While the grievant may be "made whole", any punitive award shall be void and unenforceable.
2. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter.
3. Either party may, thirty (30) days or more prior to the date set for mediation/arbitration, by notice to the other take the grievance out of the mediation/arbitration bench award process. In that event, the grievance will proceed as a formal arbitration, subject to the usual rules and procedures.

15.6 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.

15.7 Time limits are mandatory but may be extended by mutual agreement. Provided, however, any request for extension must be made before the applicable time limit has expired.

15.8 All grievances as defined in this Article shall be settled in accordance with the procedures outlined above, and there shall be no lockout, strike, or interruption of work or slowdown during the life of this Agreement.

#### ARTICLE 16 - HEALTH CARE BENEFIT PLANS

16. The Employer agrees to pay to the NORTHWEST ADMINISTRATORS, INC. and UNITED EMPLOYEES BENEFITS TRUST for each employee who received compensation for eighty (80) hours or more in the previous month the following:

17. Health & Welfare – Effective January 1, 2018 based on December 2017 hours, will contribute to the UBET "Plan A-6" the sum of **\$863.00**

18. Dental – Effective January 1, 2018, based on December 2011 hours, contribute to the Washington Teamsters Welfare Trust for benefits under Plan "A" the sum of **\$131.25**.

19. Vision – Contribute to the Washington Teamsters Welfare Trust for benefits under the "EXTENDED BENEFITS" the sum of \$14.67.

16.2 Health Care Premium Yearly Maximums: The Union agrees effective January 1, 2018 the Employer shall pay up to \$1,008.92 for the benefit listed above. Effective January 1, 2018 the employee, **by way of payroll deduction, shall pay one hundred and seventeen dollars and ninety-one cents (\$117.91). H&W benefits opened for negotiations in 2017 & 2018.** Future increase to maintain the above benefits shall be split on a 50/50 cost basis. The employee's portion for this shall continue through payroll deduction.

Commented [KW2]: Opener should be deleted.

16.3 Payments required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Article shall be posted on the bulletin board.

16.4 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. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days, the Union may, without liability therefore, implement any economic persuasion (work stoppages, slow downs or similar activities excluded) deemed expedient and such shall not be a violation of this Agreement.

16.5 The **City Town** shall have the right to open this agreement **at any time** to discuss **changes in federal health care legislation and negotiate the impact on the Town. if they determine the plans do not meet their needs.**

Commented [KW3]: Per City proposal

ARTICLE 17 - PENSIONS

17.1 The Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, including probationary employees, for each hour for which compensation is paid to him.

<u>Effective</u> 1/1/18	\$0.50
<u>Effective</u> 1/1/19	\$0.60
<u>Effective</u> 1/1/20	\$0.70

ARTICLE 18 - GENERAL PROVISIONS

18.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding Union principles.

18.2 Union Investigation and Visitation Privileges: The Business Representatives of the Union may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representatives shall limit their activities during such investigations to matters relating to this Agreement, provided however, they shall not interfere with the operation or normal routine of any department.

18.3 Bulletin Board: General Teamsters Local 760 shall be entitled to the use of one (1) bulletin board. The bulletin board shall be located in a conspicuous place within the employees' work place. The bulletin board shall be used for Union business only.

18.4 It is the intent of the Employer to provide a safe working environment inasmuch as such may be within the knowledge and control of the Employer. Employees are encouraged to bring any safety concerns or suggestions to the attention of the Town Administrator, Mayor or Mayor-protem.

18.5 The work of the Union shall normally be performed by employees belonging to said unit.

18.6 Medical Exams: Any physical examination, T.B. skin test, X-rays, and/or inoculations required by the Employer shall be taken on Employer time and shall be paid by the Employer, provided the services are by a physician or institution specified by the Employer.

18.7 Gender: Where masculine or feminine 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 positions, classification, or the benefits provided in this Agreement.

18.8 Liability Insurance: The Employer agrees to provide reasonable insurance coverage and defense on behalf of the employee for potential liability of the employee to third parties due to good faith effort to carry out the duties of the Employer.

18.9 Sub-contracting:

18.9.A The Employer reserves the right to sub-contract the work covered by this Agreement for bona fide economic reasons. Forty-five (45) calendar days notice of the implementation of a sub-contracting arrangement

shall be given the Union except in the case of emergency. During the forty-five (45) calendar day period the Union and Employer shall negotiate for the purpose of avoiding the sub-contracting or, if unavoidable, then to minimize the effect on employees.

18.9.B Displaced employees shall have the rights provided under Section 8.7.

18.9.C The Employer will make a reasonable attempt to place displaced regular employees with the party performing the sub-contracting work.

#### ARTICLE 19 - PERSONNEL FILES

19.1 Employees shall have the right to review material in their personnel files maintained by the Employer. Upon request, copies of all Employer's documents in the personnel file shall be provided to the employee. Records retained in the personnel file which pertain directly to the employee are subject to review or request for a copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee.

19.2 The Employer will notify an employee, in writing, of any derogatory or negative report that is placed in the employee's file within ten (10) calendar days of such action.

19.3 After two (2) years, an employee may request that derogatory material, other than yearly evaluations, be expunged from the employee's file. Decisions on such requests shall be made by the Mayor.

19.4 When an employee reviews the employee's personnel file, the employee will sign and date the review to indicate the fact that the employee has reviewed the file.

#### ARTICLE 20 – NO STRIKE-NO LOCKOUT

20.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of this Agreement, neither the Union nor the employees shall cause, condone or participate in any strike, work stoppage, slow down or other interference with Employer functions by employees under this Agreement, and should the same occur, the Union agrees to take appropriate steps to end such interference. City employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to appropriate disciplinary action as may be determined by the Employer. The determination as to whether disciplinary action shall be taken is one left to the sole discretion of the Employer. Any disciplinary action shall still be subject to the Grievance Procedure as outlined in Article 15. Employees shall not be required to cross a primary picket line sanctioned by Joint Council of Teamsters #28.

#### ARTICLE 21 - SAVINGS CLAUSE

21.1 If any portion of this Agreement or any addenda to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any portion should be restrained by such tribunal, the remainder shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory terms.

#### ARTICLE 22 - ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement between the parties. No express or implied statement or previously written or oral statements shall add to or supersede any of its provisions.

ARTICLE 23 - SUBSTANCE ABUSE POLICY

24.1 The parties agree to work together in formulating a policy governing substance abuse and testing procedures.

ARTICLE 24 - WAGE RATES

25.1 For ~~2012-2014 2018-2020~~ employees shall be paid in accordance with the Wage Rate Schedule attached as Exhibit "A" to this Agreement. Where an employee fits on the Wage Rate Schedule will depend upon the job position, the amount of qualified experience the employee had prior to coming to work for the Employer, and the length of service with the Employer. The number of years of "qualified experience" with which an employee is to be credited will be determined by the Mayor and/or Town Administrator.

Commented [KW4]:

ARTICLE 25 - TERM OF AGREEMENT

22.1 Except where otherwise specifically provided, this Agreement shall be in full force and effect from, January 1, 2018 and shall remain in full force and effect through December 31, 2020. Either party may initiate negotiations for the next Agreement within one hundred twenty (120) days of the expiration of this Agreement. ~~The parties agree to reopen the Agreement October, 2018 & October, 2019 for the sole purpose of negotiating Health and welfare benefits for 2019 & 2020.~~ All other provisions of this Agreement shall remain in full force and effect during any reopening.

Commented [KW5]: Opener should be removed

IN WITNESS WHEREOF, the Company and the Union have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TOWN OF NACHES, WASHINGTON

TEAMSTERS LOCAL #760

\_\_\_\_\_  
Paul D Williams, Mayor

\_\_\_\_\_  
Leonard Crouch Secretary-Treasurer

APPENDIX "A"

WAGE RATES

ARTICLE 1A - WAGE RATES

1.A.1 The following wage rates shall be effective:

<u>Classification</u>	<u>Current</u>	<u>1/1/18</u>	<u>1/1/16</u>	<u>1/1/17</u>
Public Works Lead	\$3102	\$3415	\$3536	\$3666
Public Works I	\$2661	\$2733	\$2895	\$3024
Maintenance Worker	\$2189	\$2301	\$2414	\$2545

Effective 1-1-18,- Employees who meet the qualifications for Public works I\* shall receive an additional stipend of \$100.00 per month.

**\*Including;**  
**Flagger**  
**Wastewater I**  
**Water Distribution I**  
**Class B CDL**  
**First Aide/CPR**  
**WA State spray certification**

Effective 1-1-2018 – Employees required by the City to have and maintain a Waste Water II certification, and who have or obtain such certification, will receive a certification premium of \$300.00 per month.

LETTER OF UNDERSTANDING  
BY AND BETWEEN  
THE TOWN OF NACHES  
AND  
TEAMSTERS LOCAL NO. 760  
Affiliated with the International Brotherhood of Teamsters

PENSION CONTRIBUTIONS

The undersigned parties have agreed the contributions made to the Western Conference of Teamsters Pension Trust on behalf of the employees of the Town of Naches are calculated as follows;

The Contributions reflected in the Collective Bargaining Agreement are a result of diverting wages from Appendix A bracketed amounts are the full rate without the diversion. The wages in Appendix A outside of the brackets reflect the wage amounts after the aforementioned diversion has occurred based on a monthly wage rate.

IN WITNESS WHEREOF, the Company and the Union have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

TOWN OF NACHES, WASHINGTON

TEAMSTERS LOCAL #760

\_\_\_\_\_  
Rick Carney, Mayor

\_\_\_\_\_  
John Parks, Secretary-Treasurer