

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252  
(REPRESENTING THE NON- UNIFORMED EMPLOYEES)**

**AND**

**CITY OF MONTESANO**

January 1, 2018 - December 31, 2020

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## ARTICLE 1 PREAMBLE

1.1 This Agreement is between the CITY OF MONTESANO (hereinafter called the "Employer"), and TEAMSTERS LOCAL UNION NO. 252 (hereinafter called the "Union"), for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment.

## ARTICLE 2 RECOGNITION

**2.1 Scope of the Bargaining Unit** The City hereby recognizes Teamsters Local Union No. 252 as the exclusive collective bargaining representative for the purposes stated in Chapter 41.56, RCW, of all full-time and part-time employees set forth in Appendix "A" of this Agreement, excluding the Public Works Director, Police Chief, CFO/City Clerk, and casual employees who work seventy-nine (79) hours or less in a calendar month.

## ARTICLE 3 UNION SECURITY

**3.1 Employment Requirement** All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All employees who are hired thereafter shall become and remain members of the Union in good standing as a condition of their employment on or after the thirty-first (31st) day following the effective date of this Agreement or the date of the execution of this Agreement, whichever is the latter, or the thirty-first (31st) day following date of hire for new employees.

3.2 An employee hired after the effective date of this Agreement who can support membership in a church, or religious body that, through bona fide religious tenants or teachings, prohibits the payment of dues or initiation fees to Union organizations shall pay an equivalent amount of money to a mutually agreed nonreligious charity. The employee shall furnish written proof that such payment has been made.

3.3 **Check Off of Union Dues** The Employer shall deduct monthly Union dues from the wages of each employee who has authorized the Employer, in writing, to make such deductions. Such deductions shall be made from wages paid each month and shall be remitted to the Union prior to the end of the month following the payroll period. The Union agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system.

## **ARTICLE 4 EMPLOYEE DEFINITIONS**

### **4.1 General Definitions**

4.1.1 Within each general type defined below, employees will be further classified as full-time, part-time or casual depending upon the hours that they are regularly scheduled to work on a continuous basis. Full-time refers to those scheduled to work forty (40) hours or more within a designated work week. Part-time refers to those scheduled to work at least eighty (80) hours a month but less than forty (40) hours within a designated work week. Part-time employees' accruable benefits shall be prorated. Casual refers to those scheduled to work seventy-nine (79) hours or less in a calendar month.

### **4.2 Probationary Employee**

4.2.1 An employee appointed to a bargaining unit position who has not completed six (6) months of employment. Probationary employees may be disciplined or terminated without recourse to the grievance procedure.

### **4.3 Regular Employee**

4.3.1 An employee appointed to a bargaining unit position who has satisfactorily served the full probationary period.

### **4.4 Seasonal Employee**

4.4.1 An employee hired to supplement the regular work force on a temporary basis. Seasonal employees shall not receive any benefits associated with full-time, part-time or probationary employees, nor shall seasonal employees be required to join the Union. The Employer shall notify the Union as soon as possible whenever any seasonal employee is upgraded to a regular full-time or part-time position, and such employee shall then be required to join the Union as described in Article 3 of this agreement. Seasonal employees shall not be utilized if regular employees are in layoff status.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **5.1 Customary Functions**

5.1.1 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees. In order to achieve this goal, the parties hereby recognize the Employer's right to manage and operate the City except as may be limited by an express provision of this Agreement. This right to manage shall include, but not be limited to, directing the activities of the City; determining the level of service and methods of operation, including the introduction of

new equipment; the right to hire or promote any employee; the right to layoff or to transfer an employee; the right to discipline or discharge for cause; the right to determine work schedules and assign work; and to establish reasonable performance standards.

## **5.2 Use of Non-Bargaining Unit Personnel**

5.2.1 The Employer reserves the right to utilize volunteer employees to the extent it deems appropriate; PROVIDED, such practice supplements and does not supplant the regular work force.

5.2.2 Nothing contained in this provision shall be construed as to give the Employer the right to make unilateral changes in wages, hours and working conditions as set forth in this Agreement.

## **ARTICLE 6 EMPLOYMENT POLICIES**

### **6.1 Employee Layoff & Recall**

6.1.1 Employees subject to layoff for any reason except discharge for cause shall be notified not less than thirty (30) calendar days prior to the implementation of such action.

6.1.2 Layoff of permanent employees due to reduction of force will be made by the Employer based on the employee's seniority. If the impacted employee's seniority is equal to another employee, then the employee with the least seniority within their classification shall be laid off. An employee receiving a layoff notice shall have the right to utilize their seniority to bump into another assignment or classification for which they are qualified.

6.1.3 Employees laid off due to a reduction in force will be maintained on a rehire list for twenty-four (24) months. Employees shall be recalled to work in reverse order of their layoff (e.g., last employee laid off shall be the first to be recalled).

### **6.2 Nondiscrimination**

6.2.1 There shall be no unlawful discrimination by the Employer against an employee for being affiliated with the Union or for participation in lawful Union activity.

6.2.2 This Agreement shall not be interpreted nor applied to cause the Employer or Union to violate their policy on non-discrimination. The Employer and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religious creed, color, national origin, age, sex, sexual orientation, political affiliations, marital status, or handicap.

### **6.3 Training**

6.3.1 Employees directed or required to attend training due to specific job requirements shall be compensated at their applicable hourly rate of pay for all time spent in such training. Employees required to utilize their personal vehicles for transportation to and from such training shall be reimbursed for all mileage at the rate established by the City Council through City ordinances. Employees shall also be reimbursed for all meal expenses and lodging, if applicable, at the rate established by the City Council through a City ordinance.

6.3.2 All travel time in excess of twenty-five (25) miles in each direction shall be paid at the employee's applicable hourly rate of pay.

6.3.3 The Employer shall endeavor to make training available on a continuous basis to employees who wish to upgrade their skills and qualifications.

### **6.4 Civil Liability**

6.4.1 The Employer shall maintain insurance coverage for protection of the City and the employees. In addition, they shall be protected by such coverage as may be otherwise available to employees of the City, as well as being capable of availing themselves of the protection of Chapter 2.8 of the Montesano Municipal Code.

### **6.5 Personnel Files**

6.5.1 The following conditions shall apply to information placed in an employee's personnel file:

6.5.2 Employees shall be allowed supervised access to their personnel files upon request and shall be permitted to make copies of any and all information contained therein.

6.5.3 Employees shall be permitted to submit written rebuttals on any and all information placed in their file. Such rebuttals shall be attached to the information which generated the rebuttal.

### **6.6 Safety Committee**

6.6.1 The Employer agrees to comply with all state and federal safety regulations. Alleged violations of state or federal regulations shall be submitted to the employee's supervisor and the Safety Committee for immediate corrective action.

6.6.2 A Safety Committee shall be formed and maintained in compliance with applicable state law.

## **6.7 Protective Clothing**

6.7.1 Wearing apparel required by the Employer shall be paid for by the Employer. Each year the City will provide the employees in Public Works five t-shirts and two sweatshirts and the expectation is that the employees will wear these items on a daily basis. Employer provided clothing damaged on the job will be replaced on an as needed basis. The Employer shall pay for the cost of cleaning or laundering of coveralls or provide the facilities to do so. Employees shall receive a two hundred dollar (\$200.00) per year clothing allowance. The City will provide one pair of boots per calendar year at no cost or debit to the employee clothing allowance. In lieu of the provided boot, the employee may elect to purchase boots and be reimbursed up to \$250.00 as needed. The boots will comply with WAC 296-800-16060. The City shall provide personal protective equipment and rain gear including water proof boots, at no cost or debit to the employees clothing allowance.

## **6.8 Job Openings**

6.8.1 The Employer will post notices of all Union job openings within the covered Departments to solicit qualified applicants from current regular fulltime employees. Current employees meeting the minimum qualifications shall be given hiring preference over outside applicants.

6.8.2 Internal applicants for a job opening will be screened and interviewed similarly to outside applicants. Internal applications will be received for 10 days prior to advertising the position, exceptions to this can be granted with approval from the Union. Employees will be interviewed by a panel, selected by the applicable department head and approved by the Mayor. If at the completion of this process, both applicants are deemed equally qualified and the scores are identical the tie-breaker will be seniority.

## **6.9 Certification Assignments**

6.9.1 An employee who is appointed to an assignment within the classifications of Utility Maintenance Worker 4, 3, 2, 1, which requires a state certification shall have twelve (12) months to obtain the required certification. The twelve (12) month period shall be extended as necessary to train and test for the specific certification(s). An employee will be given no more than two (2) opportunities to take and pass a certification test.

## **6.10 Educational Reimbursement**

6.10.1 Employees shall be able to receive educational reimbursement under the terms and conditions set forth in City Resolution #722.

## **ARTICLE 7 LEAVES**

### **7.1 Military Leave**

7.1.1 The benefit level provided by the Employer to eligible employees shall be no less than is provided for under State (RCW 38.40.060) and/or Federal law.

### **7.2 Jury Duty.**

7.2.1 Any employee who is called for jury duty shall receive from the Employer the employee's regular rate of pay for the actual time required to be absent from work because of such jury duty. Any absence shall not be charged to accumulated sick leave or annual leave. The employee shall be required to apply for applicable pay for jury service, which shall be remitted to the City Clerk.

### **7.3 Leave of Absence**

7.3.1 Upon written request of the employee, the Mayor may grant an employee a leave of absence without pay, not to exceed one (1) year. Approval of such leave will be in writing and signed by the Mayor with a copy to the Shop Steward and/or the Union. No vacation or sick leave benefits or any other benefits shall accrue while the employee is on leave without pay. Moreover, the employee's anniversary date will be adjusted by the length of the leave granted. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted or another equivalent position, provided the employee is qualified.

7.3.2 Employees on medical leave shall not suffer a seniority adjustment nor lose accrual of sick leave, vacation, or other benefits while on sick leave for a period of up to one (1) year. Leaves of absence for less than ninety (90) calendar days will not require a seniority date adjustment.

### **7.4 Sick Leave**

7.4.1 With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours for each month of employment. Sick leave may be accrued to a maximum of one thousand forty (1,040) hours.

7.4.2 An employee may take sick leave for illness, requiring the employee's attendance, in their immediate family. Immediate family for purposes of this section shall be defined as spouse, children, and employee's father and mother. An employee may use accrued sick leave for maternity purposes to the extent allowed by law.

7.4.3 An employee off on an industrial injury may elect to utilize his accrued sick leave on a prorated basis to supplement state industrial payments, but in no case may the accrued sick leave be utilized to the extent that it would cause his salary to exceed its normal rate. Should an

employee receive his/her full check from the City, the employee would be required to remit any worker's compensation payment to the City, and such monies shall be credited to the employee's sick leave bank.

7.4.4 An employee who has exhausted sick leave and can document need of additional time due to medical reasons shall be granted up to thirty (30) calendar days leave of absence without pay at no loss of seniority; PROVIDED that upon written request, the Mayor may grant an additional fifteen (15) calendar days leave of absence without pay at no loss of seniority.

## **7.5 Unused Sick Leave**

7.5.1 Employees shall be allowed to cash out unused sick leave at the time of separation (except just cause termination) under the following conditions:

- a) Employees with 5-10 years of service may cash out sick leave on a four (4) hours accrued for (1) hour pay up to a maximum of 100 hours pay.
- b) Employees with 11-15 years of service may cash out sick leave on a four (4) hours accrued for (1) hour pay up to a maximum of 125 hours pay.
- c) Employees with more than 16 years of service, who do not qualify for service retirement under DRS, may cash out sick leave on a four (4) hours accrued for one hour pay up to a maximum of 150 hours pay.
- d) Employees who retire under DRS may cash out sick leave on a four (4) Hours accrued for one hour pay up to a maximum of 200 hours pay.

7.5.2 Should the cash out outlined above affect the City's liability with DRS (i.e., PERS I employees) under applicable laws, rules and regulations, then such employees shall not be allowed to receive a cash out of sick leave. These employees shall instead be allowed to take a like amount of time off, with pay, immediately prior to the employee's separation date.

## **7.6 Bereavement Leave**

7.6.1 If any full-time employee suffers a death in the employee's immediate family, such employee shall be allowed leave with pay up to twenty-four (24) hours. Additional leave shall be deducted from accrued leave time. Immediate family shall be defined as:

- a) spouse, child (step-child or adopted), grandchild, mother, father, siblings, grandparents, and like relatives of employee's spouse.

## **ARTICLE 8 UNION/EMPLOYER RELATIONS**

### **8.1 Work Stoppage**

8.1.1 The employees shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.

8.1.2 Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, any form of work stoppage, refusal to perform duties, or other interruption of work.

### **8.2 Labor- Management Committee**

8.2.1 The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

8.2.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Memorandum of Understanding,

## **ARTICLE 9 EMPLOYEE RIGHTS**

All employees within the bargaining unit shall be entitled to the following protection:

### **9.1 Application of Discipline**

9.1.1 Any formal discipline of employees shall be applied by Department Directors. Discipline shall include documented oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee; provided, however, nothing in this provision shall prevent such employee from directing the work force when so assigned by the Employer.

9.1.2 An employee subject to discipline shall be afforded the right to have the Shop Steward and/or Union Representative present to represent the employee.

9.1.3 Any document which may relate to disciplinary action shall be signed by the affected employee prior to placement of such document in the employee's personnel file. Items not bearing such signature will have no evidentiary value in a disciplinary hearing. The employee's signature

shall only be indicative of receiving a copy of said document and shall not necessarily indicate agreement with the contents.

## **9.2 Investigations and Interviews**

9.2.1 The employee shall be informed in writing of the nature of the investigation and whether the employee is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise the employee of allegations of such complaint. The written notification shall also advise the employee of their right to have Union representation present during any and all interviews.

9.2.2 Any interview or investigation of an employee shall be at a reasonable hour, when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, investigations shall be scheduled for the daytime.

9.2.3 The interview or investigation (which shall not violate the employee's Constitutional rights) shall take place at the Employer's facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with the Union Steward and/or Union Representative before being investigated. The Union Steward and/or Union Representative shall be present during the interview, if requested, to represent the employee.

9.2.4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and counseling.

9.2.5 The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

9.2.6 All employees may request an attorney of their choosing to be present during a departmental investigation. The cost of such attorney shall be paid by the employee requesting such attorney.

9.2.7 No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.

## **9.3 Substance Abuse Tests**

9.3.1 No employee, except those employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment.

## **ARTICLE 10 HOURS OF WORK/COMPENSABLE HOURS**

### **10.1 Overtime**

10.1.1 All work performed in excess of forty (40) hours per designated work week or more than eight (8) hours or ten (10) hours, depending on the employee's assigned shift, in any twenty-four (24) hour period shall be paid at one-and-one-half (1.5X) times the employee's regular straight time hourly rate of pay. Compensatory time may be elected by the employee in lieu of monetary compensation and utilized in accordance with the Compensatory Time provision of this Agreement.

10.1.2 The Department Director or designee shall distribute overtime equally among qualified employees.

### **10.2 Call-Back**

10.2.1 Employees who are called back to work (e.g., additional shift assignments) after completing their regular shift shall be paid a minimum of three (3) hours at one-and-one-half times the employee's regular straight time hourly rate of pay. The minimum listed above is not intended to apply for hours worked in conjunction with regular scheduled hours of work.

10.2.2 Call-backs during an employee's off-duty hours are subject to this provision, provided such call backs are not occasioned through the fault of the employee; in such case, the minimums set forth above would not be applicable.

10.2.3. For clerical personnel, scheduled overtime will be paid one and one half (1.5x) times the employee's regular rate of pay for the actual hours worked with a minimum of one and one half hours (1.5).

### **10.3 Compensatory Time**

10.3.1 Employees may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time-and-one-half for each overtime hour worked and shall be subject to the following conditions:

10.3.2 Employees may accrue up to eighty (80) hours of compensatory time, provided that the Department Director under special circumstances may allow the employee to accrue up to one hundred twenty (120) hours.

10.3.3 Use of accrued compensatory time shall be subject to the permission of the Department Director or designee.

10.3.4 Unused compensatory time, to a maximum of forty (40) hours, may be cashed out hour-for-hour at the employee's applicable regular straight time hourly rate of pay with thirty days prior notice. Approval for cash out in excess of forty (40) hours shall be at the sole discretion of the Department Director or designee.

10.3.5 All accrued compensatory time must be utilized prior to an employee's actual retirement date, provided the employee is able to work.

#### **10.4 Work Week**

10.4.1 A work week shall consist of forty (40) hours. The work week may consist of five (5) days per week of eight (8) hours each followed by two (2) consecutive days off or four (4) days per week of (10) hours each followed by three (3) consecutive days off. The designated work week will commence on Sunday and end on Saturday. When management deems it necessary, work schedules may be established which are different than those in effect on the signing of this Agreement.

10.4.2 Nothing in the above provision would preclude employees from working a different shift, should said shift schedule meet the needs of the City and is mutually agreed by the employee and Employer.

#### **10.5 Meals and Rest Periods**

10.5.1 Employees who work not less than eight (8) hours a day will be allowed two (2) breaks of fifteen (15) minutes during each eight (8) hour work day: the first to be about midway of the first half, and the second about midway of the second half of the work day. Employees shall receive an unpaid lunch break of either one-half (1/2) hour or one (1) hour, by mutual agreement between the employee and the Employer. If an employee is unable to take a scheduled lunch period during such shift, such time worked shall be paid at one-and-one-half (1 1/2) times the employee's regular straight time hourly rate of pay.

10.5.2 Meals: Employees who are assigned to work four (4) or more hours in conjunction with their regular shift shall receive a meal reimbursement of fifteen dollars (\$15.00) per person, per occasion.

10.5.3 Employees who are called out to work outside of their regularly scheduled hours of work, and who work a minimum of four (4) hours, shall be provided with a meal as set forth in the preceding section.

## **ARTICLE 11 EMPLOYEE COMPENSATION**

### **11.1 Salary Schedules**

11.1.1 The classifications of employees and the monthly rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement.

### **11.2 Shift Differential**

11.2.1 A shift differential of thirty-five cents (35 ¢) shall be paid to those employees for all hours worked on the designated swing shift. A shift differential of forty-five cents (45 ¢) shall be paid for all hours worked on the designated graveyard shift. Shift differential shall be utilized when computing the employee's hourly rate of pay during the period of time said employee is receiving shift differential.

### **11.3 Educational Incentive**

11.3.1 Employees other than police records clerks who meet the educational requirements specified hereinafter will receive a two percent (2.0%) incentive increase in wages for the possession of an Associate Degree, or 90 credits subject to the Employer's approval, and an incentive increase of five percent (5.0%) in wages for the possession of a Bachelor's Degree, so long as the following conditions are met:

11.3.2 The degrees or credits are issued by an accredited institution of higher learning accredited by the state in which it is located.

11.3.3 The degrees or credits have been awarded in areas relating to the employee's occupational series, subject to the approval of the Department Director.

### **11.4 Longevity**

11.4.1 Longevity pay shall be added to the employee's monthly base pay according to the following schedule:

5 through 10 years	1.0% of base pay
11 through 15 years	2.0% of base pay
16 through 20 years	3.0% of base pay
21 through 25 years	4.0% of base pay

26 or more years	5.0% of base pay
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**11.5 Premium Pay**

11.5.1 The Civil Service Secretary, Planning Commission Secretary, and Hearing Examiner Secretary shall receive a premium of forty-five (\$45.00) dollars per month

**11.6 Out of Classification Pay**

11.6.1 Employees assigned to perform tasks normally associated with a higher pay grade, will be compensated at the higher grade of pay “while so engaged” in such duties. The Employee must submit the required paperwork to receive such compensation.

**ARTICLE 12 EMPLOYEE BENEFITS**

**12.1 Vacations**

12.1.1 Vacation shall accrue in accordance with the following provisions and schedule listed below:

Hours Accrued Per Employment

Years of City Service	Months of City Service	Month	Year	Days
0-2	1-24	8.66	104	13
2-3	25-36	9.33	112	14
4-5	37-48	10.00	120	15
5-6	49-72	10.66	128	16
7-8	73-96	11.33	136	17
8-9	97-108	12.00	144	18
10-11	109-120	12.66	152	19
12-13	121-144	13.33	160	20
13-14	145-168	14.00	168	21
15-16	169-192	14.66	176	22
17-18	193-216	15.33	184	23
19-20	217-240	16.00	192	24
After 20	241+	16.66	200	25

12.1.2 Employees will be eligible to use accrued vacation after six (6) months of employment.

12.1.3 The employee shall choose vacation time in order of seniority. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first selection or second selection respectively. The

Employer will post a department vacation roster on or about February 15th and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

12.1.4 Vacation leave may be accumulated to a maximum of two hundred forty (240) hours.

12.1.5 Each employee will be required to take at least fifty percent (50%) of their accrued vacation time during the year, except in the year of termination. Vacation leave shall be computed exclusive of days off.

12.1.6 Employees who resign or are terminated shall be paid for all accrued vacation time hour for hour at their current regular straight time hourly rate of pay accrued up to the time of separation from service.

## **12.2 Holidays**

12.2.1 The following shall be recognized as designated statutory holidays:

New Year's Day	Labor Day
MLK Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
2 Floating Holidays	

12.2.2 Employees shall recognize statutory holidays. Should the holiday fall on a Saturday, it shall be observed on the preceding Friday. Should the holiday fall on a Sunday, it shall be observed on the following Monday.

## **12.3 Health and Welfare**

12.3.1 Effective January 1, 2018, the Employer shall pay the following percentage of the premium amounts, and the employees shall pay the remaining percentage:

<u>AWC - 250 PLAN</u>	
Employee	100%
Spouse & Dependents	95%

12.3.2 The employee share of spouse and dependent coverage shall be paid by the employees by means of a payroll deduction. It is understood by the parties that in no case shall the employees' deduction for the aforementioned coverage exceed sixty five dollars (\$65.00) per month for the term of this agreement.

WASHINGTON TEAMSTERS WELFARE TRUST - DENTAL PLAN A

Employees, Spouse & Dependents 100%

WASHINGTON TEAMSTERS WELFARE TRUST – VISION-EXTENDED PLAN

Employees, Spouse & Dependents 100%

12.3.4 The premium payments shall be made to the Trust offices In Seattle, Washington, by the 10th day of each month.

**12.4 Deferred Compensation**

12.4.1 Effective January 1, 2018 the City shall provide a twenty-five dollar (\$25.00) per month match for deferred compensation.

**ARTICLE 13 GRIEVANCE PROCEDURE 13.1**

**13.1 Grievance Definitions/Timelines**

13.1.1 For the purpose of this provision, the term "grievance" means any dispute by the Union against the Employer with respect to an alleged violation of an express term or provision of the Agreement and to address alleged improper or inappropriate disciplinary action taken against an employee.

13.1.2 A grievance may be initiated with the Employer within thirty (30) calendar days of the Union's or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action taken.

**13.2 Procedure**

13.2.1 Step One: Oral Discussion Employees may notify their supervisor of the grievance and then, if they so desire, shall discuss the grievance with the Union Representative. If the Union Representative considers the grievance to be valid, then the employee and/or the Union Representative will contact the Department Director to effect a settlement of the complaint.

13.2.2 Step Two: Written Submission - If the grievance is not resolved to the Union's satisfaction at Step One, the Union shall submit the grievance in writing to the Mayor or designee. The Mayor or designee shall render a written decision at the earliest convenience, in no event later than thirty (30) calendar days after receipt of the grievance.

13.2.3 Step Three: Arbitration - The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The parties shall first attempt to select a mutually acceptable arbitrator. If the parties are unable within five (5) business days to agree to an arbitrator, the Union shall have the option, within ten (10) calendar days of the Union's request to arbitrate, of requesting a Public Employment Relations Commission staff arbitrator or in the alternative, request a list of eleven (11) independent arbitrators from the Federal Mediation and Conciliation Service (FMCS). The list shall be limited to members of the National Academy of Arbitrators from the nearest sub-region. In the event that a list of arbitrators is requested from FMCS, the right to first strike from the list shall be determined by a flip of a coin.

### **13.3 Arbitration**

13.3.1 In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that:

13.3.2 If the grievance arises from alleged misapplication or misinterpretation of the Agreement, the arbitration shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and this power shall be limited to interpretation or application of the express terms of this Agreement.

13.3.3 The arbitrator shall rule only on the basis of the information presented in the hearing and shall refuse to receive any information after the hearing except upon mutual agreement between the parties.

13.3.4 Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post-hearing briefs within a time mutually agreed upon.

13.3.5 The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the post-hearing briefs have been submitted to the arbitrator.

13.3.6 The cost of the arbitrator shall be borne equally by the Employer and the Union,. And each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

## **ARTICLE 14 SEVERABILITY**

### **14.1 Savings Clause**

14.1.1 If an Article of this Agreement or any addenda thereto should be held invalid by operation of law by any court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

### **14.2 Entire Agreement**

14.2.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

14.2.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargaining with respect to any subject or matter not specifically referred to or covered in this Agreement. However, nothing contained in this provision shall be construed as giving the Employer the right to make unilateral changes in wages, hours, or working conditions.

**ARTICLE 15 TERM OF AGREEMENT**

15.1 This Agreement shall become effective on January 1, 2018 and shall continue in effect through December 31, 2020.

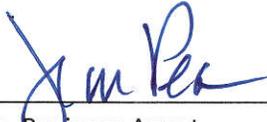
THIS AGREEMENT IS EXECUTED THIS 21 day of March, 2018.

CITY OF MONTESANO

TEAMSTERS LOCAL UNION # 252

  
\_\_\_\_\_  
Vini Samuel, Mayor

  
\_\_\_\_\_  
Darren L. O'Neil, Secretary-Treasurer

  
\_\_\_\_\_  
Jim Pea, Business Agent

## APPENDIX A- Salary Schedules

Assignments within the Deputy Clerk classification are as follows. Police Records Clerk, Ambulance Billing Department Clerk, Utility Maintenance Clerk, Utility Billing Clerk, Court Clerk

Assignments within the Public Works Department are as follows: Utility Maintenance Worker 1, Utility Maintenance Worker 2, Utility Maintenance Worker 3/Mechanic, Utility Maintenance Worker 4.

### Effective January 1, 2018:

The positions of Court Administrator, Senior Deputy Clerk, Deputy Clerk shall receive a wage adjustment increase of two and one-half percent (2.5%).

The positions of Public Works Utility Maintenance Worker 1, 2, 3 and 4 shall receive a wage adjustment increase of three percent (3%).

### Effective January 1, 2019:

The positions of Court Administrator, Senior Deputy Clerk, Deputy Clerk shall receive a wage adjustment increase of three percent (3%).

The positions of Utility Maintenance Worker 1, 2, 3 and 4 shall receive a wage adjustment increase of three percent (3%).

### Effective January 1, 2020:

The positions of Court Administrator, Senior Deputy Clerk, and Deputy Clerk will receive a wage adjustment increase of three percent (3%).

The positions of Utility Maintenance Worker 1, 2, 3 and 4 will receive a wage adjustment increase of three percent (3%).

During 2018, 2019 and 2020, the Parking Attendant shall receive an hourly wage at least one dollar (\$1.00) above the minimum wage.

Certification Pay. Certification pay shall be compensated as follows: One hundred dollars (\$100.00) per month, in addition to base wage, for the following assignments: Water System Operator, Cross Connection Manager, and Waste-Water Operator 1 and 2. Maintenance of these certificates is a condition of receipt of this certification pay. An employee required by the assignment to hold more than one certification is entitled to one (1) certification pay regardless of the number of

certifications held. Employees holding certification as Certified Municipal Clerk and Nationally Certified Court Manager/Administrator shall receive an additional twenty-five dollars (\$25.00) per month, in addition to base wage.

Deputy Clerks assigned to act as Evidence Custodians shall receive One Hundred Twenty-Five Dollars (\$125) per month, employee assigned as the Building Inspector shall receive Five Hundred Dollars (\$500) per month and the employee assigned as the Operator in charge of the Waste Water Treatment Plant shall receive Four Hundred Dollars (\$400) per month as assignment pay. All assignment pay is in addition to base wage.

<b>2018 Salary</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Classification	0-6 mo	7-12 Mo	13-24 Mo	25-36 mo	37+ mo
Court Administrator	\$4,053.78	\$4,269.23	\$4,491.65	\$4,730.39	\$5,247.45
Senior Deputy Clerk	\$4,053.78	\$4,269.23	\$4,491.65	\$4,730.39	\$5,247.45
Deputy Clerk	\$3,809.23	\$4,009.53	\$4,221.48	\$4,441.58	\$4,679.15
Utility Maintenance Worker 4	\$4,707.35	\$4,955.75	\$5,201.94	\$5,451.45	\$5,699.85
Utility Maintenance Worker 3/Mechanic	\$4,207.35	\$4,455.75	\$4,701.94	\$4,951.45	\$5,199.85
Utility Maintenance Worker 2	\$3,965.57	\$4,201.83	\$4,434.78	\$4,671.03	\$4,902.87
Utility Maintenance Worker 1	\$2,765.57	\$3,001.83	\$3,234.78	\$3,471.03	\$3,702.87

<b>2019 Salary</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Classification	0-6 mo	7-12 Mo	13-24 Mo	25-36 mo	37+ mo
Court Administrator	\$4,175.40	\$4,397.30	\$4,626.40	\$4,872.30	\$5,404.87
Senior Deputy Clerk	\$4,175.40	\$4,397.30	\$4,626.40	\$4,872.30	\$5,404.87
Deputy Clerk	\$3,923.50	\$4,129.82	\$4,348.13	\$4,574.83	\$4,819.52
Utility Maintenance Worker 4	\$4,848.57	\$5,104.42	\$5,358.00	\$5,614.99	\$5,870.85
Utility Maintenance Worker 3/Mechanic	\$4,333.57	\$4,589.42	\$4,843.00	\$5,099.99	\$5,355.85
Utility Maintenance Worker 2	\$4,084.54	\$4,327.89	\$4,567.82	\$4,811.16	\$5,049.96
Utility Maintenance Worker 1	\$2,848.54	\$3,091.89	\$3,331.82	\$3,575.16	\$3,813.96

<b>2020 Salary</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Classification	0-6 mo	7-12 Mo	13-24 Mo	25-36 mo	37+ mo
Court Administrator	\$4,300.66	\$4,529.22	\$4,765.19	\$5,018.47	\$5,567.02
Senior Deputy Clerk	\$4,300.66	\$4,529.22	\$4,765.19	\$5,018.47	\$5,567.02
Deputy Clerk	\$4,041.21	\$4,253.71	\$4,478.57	\$4,712.07	\$4,964.11
Utility Maintenance Worker 4	\$4,994.03	\$5,257.55	\$5,518.74	\$5,783.44	\$6,046.97
Utility Maintenance Worker 3/Mechanic	\$4,463.58	\$4,727.10	\$4,988.29	\$5,252.99	\$5,516.52
Utility Maintenance Worker 2	\$4,207.08	\$4,457.73	\$4,704.86	\$4,955.50	\$5,201.46
Utility Maintenance Worker 1	\$2,934.00	\$3,184.65	\$3,431.78	\$3,682.42	\$3,928.38