

***CITY of EVERSON NON-UNIFORM UNIT
and
TEAMSTERS UNION LOCAL 231***

***Collective Bargaining Agreement
1/1/20 – 12/31/23***

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	UNION RECOGNITION AND SECURITY ----- 1
ARTICLE 2	UNION-MANAGEMENT RELATIONS ----- 2
ARTICLE 3	EMPLOYMENT ----- 2-3
ARTICLE 4	WORK SCHEDULE ----- 3
ARTICLE 5	PAID HOLIDAYS ----- 4
ARTICLE 6	VACATION SCHEDULE ----- 4-5
ARTICLE 7	HEALTH AND WELFARE ----- 5-6
ARTICLE 8	SICK LEAVE PAY ----- 6-7
ARTICLE 9	BEREAVEMENT LEAVE ----- 7
ARTICLE 10	OTHER LEAVE ----- 7-8
ARTICLE 11	COMPENSATION ----- 8-9
ARTICLE 12	INITIATION FEE AND DUES CHECKOFF ----- 9
ARTICLE 13	HOLD HARMLESS CLAUSE ----- 9
ARTICLE 14	COMMUNICABLE DISEASE IMMUNIZATION ----- 9
ARTICLE 15	SEPARABILITY AND SAVINGS ----- 9
ARTICLE 16	GRIEVANCE PROCEDURE ----- 10-11
ARTICLE 17	DISCIPLINE AND DISCHARGE ----- 11-12
ARTICLE 18	TERMINATION CLAUSE ----- 12-13
ADDENDUM "A"	2020-2023 SALARY SCHEDULE ----- 14
ADDENDUM "B"	WESTERN CONFERENCE OF TEAMSTERS PENSION----- 15
AMENDMENT	MEDICAL OPT-OUT LOU----- 16

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

This Agreement made and entered into by and between the CITY OF EVERSON, WASHINGTON, party of the first part, and GENERAL TEAMSTERS UNION LOCAL 231 of Whatcom County, Washington, party of the second part.

GENERAL PURPOSES

The City of Everson, hereinafter referred to as the Employer, and Local 231 of the International Brotherhood of Teamsters, hereinafter referred to as the Union, do hereby reach agreement for the purposes of enhancing the Employer/employee relationship and to promote the general efficiency, morale and security of the employees.

ARTICLE 1
UNION RECOGNITION AND SECURITY

1.01 RECOGNITION CLAUSE: The City of Everson, Washington, recognizes the Union as sole and exclusive representative for the purposes of collective bargaining for all full-time and regular part-time non-uniformed employees of the City, excluding supervisors, confidential employees, temporary or seasonal employees who work 150 days or less in a calendar year and all other employees of the Employer.

1.02 Employees covered under this agreement may exercise their right to join the Union without interference from the Employer.

1.02.1 The City will allow the Union thirty (30) minutes to meet with new employees during the employee's regular working hours, for purposes of presenting information about the bargaining unit. This shall occur as close as possible to an employee's date of hire, but in no instance later than ninety (90) calendar days.

1.03 No employee shall be discharged, suspended or discriminated against for upholding Union principles and any employee working under instruction of the Union or who serves on a committee may do so without losing their position for such activity, provided such activity is approved by the City, if on City time. There shall be no discrimination against any individual with respect to the hire, tenure, compensation or other terms and conditions of employment because of Union membership, race, color, religion, national origin, creed, sex, marital status, physical, mental or other sensory handicap or age except where such constitute a bona fide occupational qualification.

1.04 No employee covered by this Agreement shall suffer a reduction in wages or conditions as a result of the adoption of this Agreement, unless specifically negotiated by the City and the Union.

1.05 Except for temporary or seasonal employees, outlined in 1.01, non-bargaining unit employees of the City shall not displace or reduce the hours of bargaining unit members.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

ARTICLE 2
UNION-MANAGEMENT RELATIONS

2.01 All collective bargaining with respect to wages, hours and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.02 It is recognized that the Employer will retain whatever rights and authority necessary for it to operate and direct the affairs of the Departments in all the various aspects, including but not limited to: the right to direct the working forces; to plan, direct and control all of the operations and services of the Departments; to determine the method, means and organization by which such operations and services are to be conducted; to schedule working hours; to hire and promote; to demote, suspend, discipline or discharge employees for just cause; and to make and enforce reasonable work rules, policies, and regulations. It is understood that no right herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this agreement.

ARTICLE 3
EMPLOYMENT

3.01 The Employer agrees to notify the Union of new hires within seven (7) days of the hire date. Notification must list name, address and hire date.

3.02 New employees shall serve a probationary period of six (6) months. Probationary employees may be disciplined or discharged without access to any appeal procedure established by this Agreement. The Employer shall have no responsibility to continue the employment of or to re-employ probationary employees.

3.03 Layoff and Recall: There shall be two seniority classifications for layoff and recall, Public Works Employees and Office Staff Employees. Length of service shall govern in layoff and recalling employees within their respective classification, except in cases where specific skill is a factor. Specific Skill will be determined by the City but may be subject to challenge in the Grievance Procedure. Layoff shall be with the most junior employee laid off first and recalled last; provided, however, ability to perform the available work shall be required. Part-time employees working less than 20 hours per week shall be laid off in their seniority order prior to laying off full-time employees and shall be recalled in their seniority order after all full-time employees have been recalled.

3.04 When a job vacancy occurs in the bargaining unit a notice of such vacancy shall be posted on the bulletin board for five (5) working days. Employees who desire consideration for such openings shall notify the City, in writing, during the five day period the notice is posted. The City will give just and due consideration to seniority in filling vacancies. When qualifications are relatively equal in the reasonable determination of the City, seniority shall prevail. In addition to soliciting interest in a job opening within the City, the City may also solicit applicants from outside of City employment.

3.05 The City shall fill vacancies in an objective and reasonable manner and agrees not to pre-select employees. In order to determine qualifications the City will establish the testing procedures which may include written, practical and/or oral examinations. All

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

testing questions or tasks shall be taken from "core" duties of the position as described in the job description. All applicants will be given the same test.

ARTICLE 4
WORK SCHEDULE

4.01 The workweek for all employees shall commence at 12:01 a.m. on Monday and end at midnight the following Sunday. The weekly work schedule shall be Monday through Friday, unless mutually agreed otherwise by the Union and the City, and consist of five (5) consecutive eight (8) hour days.

4.01.1 In cases where the temperature is expected to be 90 degrees Fahrenheit or above in the eastern Whatcom County region, employees may, with approval of the Mayor and Public Works Supervisor, modify their shift schedule to compensate for the excessive heat, i.e. 06:00 a.m. to 3:00 p.m.

4.02 Employees shall be allowed lunch periods of at least thirty (30) minutes and a maximum of sixty (60) minutes. If an employee wants to extend their lunch period past 60 minutes and make up the time by extending their workday, they will need their supervisor's approval. Rest breaks (coffee breaks) shall be allowed by the Employer approximately half-way through the first and second half of each shift. Not more than fifteen (15) minutes shall be allowed for each break on the job.

4.03 OVERTIME: Employees covered by this Agreement shall be paid one and one-half (1-½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a work week or eight hours in a work day, or ten hours in a work day for a 4/10 schedule.

4.04 COMPENSATORY TIME OFF: Compensatory time in lieu of overtime pay that is requested by the employee and granted by the City may be accrued up to a maximum of forty (40) hours and must be used in the calendar year it was accrued. With approval of the City, in cases where the employee is unable to use all of their comp time accrued during the year, those comp time hours may be carried over into the following year. Scheduling of any compensatory time off shall be at a time mutually agreeable to the employee and the City. Compensatory time shall accrue at the applicable overtime rate for each overtime hour worked.

4.05 Employees called back to work following completion of a shift or on a Saturday, Sunday or holiday shall be paid a guarantee of two hours at the rate of time and one-half; all hours worked over two shall be paid for at time and one-half.

4.06 NO PYRAMIDING: Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

ARTICLE 5
PAID HOLIDAYS

5.01 The following days shall be considered as holidays:

January 1	July Fourth	Day after Thanksgiving
M. L. King Day	Labor Day	Christmas Day
President's Day	Veteran's Day	Two [2] Personal Holidays
Memorial Day	Thanksgiving Day	

5.02 All work performed on a holiday shall be paid for at the rate of time and one-half in addition to holiday pay.

- 5.03**
- (a) The employee shall notify the Employer three (3) days prior to taking employee's personal holiday. Selection shall be by mutual agreement.
 - (b) When a holiday falls on a Sunday, the Monday following shall be the holiday. If a holiday falls on a Saturday, the Friday preceding may be considered as the holiday.

ARTICLE 6
VACATION SCHEDULE

6.01 Employees shall accrue paid vacation benefits in accordance with the following schedule:

	Annual Accrual	Maximum Accrual
First year of employment,	80 hours pay	
After completion of two years employment,	88 hours pay	128 hours pay
After completion of three years employment,	96 hours pay	136 hours pay
After completion of four years employment,	104 hours pay	144 hours pay
After completion of five years employment,	120 hours pay	160 hours pay
After completion of six years employment,	128 hours pay	168 hours pay
After completion of seven years employment,	136 hours pay	176 hours pay
After completion of eight years employment,	144 hours pay	184 hours pay
After completion of nine years employment,	152 hours pay	192 hours pay
After completion of ten years employment,	160 hours pay	200 hours pay
After completion of eleven years employment,	168 hours pay	208 hours pay
After completion of twelve years employment,	176 hours pay	216 hours pay
After completion of thirteen years employment,	184 hours pay	224 hours pay
After completion of fourteen years employment,	192 hours pay	232 hours pay
After completion of fifteen years employment,	200 hours pay	240 hours pay

6.01.1 Vacation will accrue according to the preceding schedule on a monthly basis and will be allotted in January of each year. For new employees: Vacation will accrue monthly according to the preceding schedule. After six months of employment, unless otherwise authorized, new employees will be eligible to utilize accrued vacation the month after it is accrued.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

6.02 VACATION CARRYOVER: Employees shall be allowed to accrue a maximum of forty (40) hours of vacation time, in addition to their annual accrual as shown in their maximum accrual limit in 6.01. Any hours over that limit shall be forfeited on an annual basis, at the end of each calendar year.

6.03 Pro-rated vacation shall be paid to employees who are terminated or who terminate on the basis of 1/12th of earned vacation for each month from the beginning of the calendar year to the date of termination, in addition to any accrued but unused vacation.

6.04 Part-time employees will receive pro-rated vacation based on 1/52 of the total number of hours worked in the previous year, e.g. 1400 hrs. ÷ 2080 hrs. = 67.3% x the benefit.

ARTICLE 7
HEALTH AND WELFARE

7.01 HEALTH AND WELFARE: The City shall pay 100% of the employee, spouse, domestic partner, and eligible dependent premiums for health insurance including: medical, dental, vision, and current Employee Assistance Program (the EAP is through AWC). The City shall not effect any change in benefits or plans without concurrence of the members of this bargaining unit. Nothing in this contract shall be construed as to limit the health care rights or benefits granted to the employees covered by this contract by nature of their membership.

7.02 The Employer agrees to be a participating Employer for the term of this Agreement to the following unless modified as above.

- **Washington Teamster Welfare Trust under the Teamsters Medical Plan A.**
- **Washington Teamster Welfare Trust under the Teamsters Dental Plan A.**
- **Washington Teamsters Welfare Trust under the Extended Benefits Vision Plan.**

7.03 The City agrees, during the term of this agreement, to be bound by the terms of the Washington Teamster Welfare Trust. The City will pay the required monthly premiums to provide the coverage as outlined in 7.01 and 7.02. Payment shall be made by the tenth (10th) day of each month based on Eighty (80) hours or more of compensation in the previous month. Lump sum cash-out of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution.

Whenever a new employee or current employee enters into a position covered by the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

7.04 Benefit carriers may be changed or benefits may become self-insured by the City through mutual agreement of the City and the Union.

7.05 The City shall provide employees with Long Term Disability coverage under the Standard Insurance (LTD) Option 3 Plan.

7.06 (Reserved, see Medical Opt-out LOU) Medical Opt-out: Employees who have medical coverage through their spouse, may choose to discontinue medical coverage with the City of Everson, with written notice to the City, and receive a monthly cash benefit in the amount of 50% of the monthly medical premiums discontinued. The City will retain the balance of 50% of the monthly premium discontinued. The employee may re-enroll for medical coverage with a 45 day written notice to the City and forfeit their monthly cash reimbursement in the month(s) they receive medical coverage. Medical opt-out requests will be allowed on a first come/first serve basis by approval of the City so as not to jeopardize the participation requirements of the City's insurance provider. The employee requesting to opt-out of medical coverage, provided by the City, agrees to indemnify and hold the City and the Union harmless against any and all claims, suits, orders and judgments brought and issued against the City or the Union in regards to the employee discontinuing their medical insurance coverage with the City.

ARTICLE 8
SICK LEAVE PAY

8.01 Employees covered by this Agreement shall receive sick leave pay as follows:

- (a) Sick leave shall build at the rate of one day per month to a maximum of one hundred twenty (120) days. However, in no instance will sick leave accrue at a rate less than one (1) hour for every forty (40) hours worked. Accumulation of sick leave beyond the one hundred twenty (120) days on December 31st of any year will cause the employee to lose those hours accrued beyond the maximum limit.
- (b) Sick pay shall start with the first day of illness, injury, accident or hospitalization, or to instances in which the employee must care for his/her sick or injured spouse, domestic partner, significant other, child, or parent and for any other reason in accordance with law. If the Employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210.

An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

- (c) Sick leave pay shall be coordinated with any time loss paid by the State Industrial Insurance Program. The actual amount paid by the Employer shall be the only amount charged against the employee's sick leave.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

8.02 Sick Leave cash-out: Upon accumulation of 960 hours of sick leave, the employee will be able to cash out twenty (20) sick leave hours each calendar year. This payment will occur in February, based on the previous year's sick leave usage.

8.02.1 Upon termination of employment, employees will receive pay for twenty-five percent (25%) of his or her accumulated sick leave. This section does not apply to employees terminated for just cause.

8.03 Family Leave: The City complies with the federal Family and Medical Leave Act of 1993 (FMLA) and all applicable state and federal laws related to family and medical leave.

8.04 WA State Paid Family and Medical Leave: The Employer will pay the employee portion of the required contribution.

**ARTICLE 9
BEREAVEMENT LEAVE**

9.01 If an employee covered by this Agreement suffers a death of his or her spouse, son or daughter, such employee shall be allowed up to five working days off without loss in pay. If an employee covered by this Agreement suffers a death to other members of the immediate family, such employee shall be allowed up to three working days off without loss in pay. Leave is given only on the condition that employee attends the funeral.

9.02 "Other" members of the immediate family shall be defined as mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of either employee or spouse. This is for existing marriages only and does not include any previous marriage relationship.

9.03 Accrued sick leave may be used if additional time off is needed for 9.01 and 9.02 above, if approved by the City.

9.04 For special circumstances, up to three days of accrued sick leave per year may be used to attend the funeral of a friend or a family member that is not listed above, if approved by the City.

**ARTICLE 10
OTHER LEAVE**

10.01 Jury Duty: Any employee covered by this Agreement who is called upon for jury service in any Municipal, County, State or Federal Court, shall advise the Employer upon receipt of such call and if taken from their work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service provided they exhibit to the Employer their properly endorsed check and permit the Employer to copy the check or voucher they receive for such service. The amount the employee shall be reimbursed shall not exceed the employee's regular rate of pay.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

10.02 Military Leave: Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and City policy. Employees should, as soon as possible, notify his or her supervisor and the City upon notice or receipt of orders requiring an employee to be absent from their job.

**ARTICLE 11
COMPENSATION**

11.01 Monthly Salary: [See Addendum A]

11.01.1 Employees promoted to a higher salary classification will be placed in the new classification at a step 5% or higher than their current rate of pay. Employees will advance to the next step in the salary grid on the month following their anniversary date. The City reserves the right to advance employees to a step(s) above their normal salary step, or place a newly hired employee at a step(s) above entry level, at its discretion. Disputes over salary re-classifications will be subject to the Grievance Procedure in Article 16 of this Agreement.

11.02 On-Call Duty: Applies to employee(s) required to respond to SCADA alarms or call-out requests during the time period from the end of their normal shift to the beginning of their next regular shift. The City will provide a vehicle for the Water/Sewer Superintendent for work purposes only.

11.02.1 If an employee responds to an operating need, for the City, at the work site to accomplish the tasks necessary, they will receive the overtime guarantee in Section 4.05. The employee having the duty to respond to SCADA calls will receive an additional two (2) hours pay per week.

11.02.2 Employees working weekend duty shall be paid one and one-half (1-½) times their regular straight time hourly rate of pay for all hours of work on such duty.

11.03 Shoe/Clothing: The City agrees to provide Public Works employees with rain gear, clean coveralls (up to five (5) changes per week plus cleaning) and all required safety clothing. The City will also reimburse Public Works employees up to four hundred dollars (\$400.00) per calendar year (January-December) for clothing/work boots that have been approved by the employee's supervisor. Each employee will keep one pair of steel-toed work boots available for use when required. Front office staff will receive up to one hundred fifty (\$150.00) dollars per calendar year.

11.03.1 Replacement of clothing damaged or destroyed in the line of duty for public works employees shall be paid for by the City. Line of duty to be determined by management subject to the dispute procedure outlined herein. This benefit also applies to office staff employees, however, at the City's discretion, and on a case by case basis. The City will be reasonable when considering replacement of clothing for office staff employees.

11.04 Inclement Weather: In the event of inclement weather, employees sent home or told not to report to work as scheduled shall be compensated for their regular shift pay at straight-time pay. Employees unable to report to work due to inclement weather

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

conditions may use accrued vacation and compensatory time to offset the loss of wages during this event.

11.06 Longevity: Employees starting their 6th year of employment shall receive longevity at the rate of \$40.00 per month in addition to their regular rate of pay; and, for each year thereafter, the longevity rate will be increased by \$5.00 dollars.

ARTICLE 12
INITIATION FEE AND DUES CHECKOFF

12.01 For employees who individually and voluntarily certify, in writing, that they authorize such deductions, Union initiation fees and dues shall be deducted by the City and remitted to the Secretary-Treasurer of Teamsters Union Local 231. Such deductions will remain in effect until notification otherwise from the employee in writing to the Union. The Union will promptly notify the Employer of any such notification. Accompanying said monies shall be a list showing names and social security numbers of each employee and the actual amount to be credited to their account.

12.02 The Union will indemnify the employer against any and all liability which may arise by reason of the dues deduction by the employer of money for Union membership dues from an employee's wages in accordance with employee authorizations furnished by the Union.

ARTICLE 13
HOLD HARMLESS CLAUSE

13.01 The City shall fully protect employees against civil claims by providing for the defense and payment of any judgment for such civil claims if based upon an act performed in the normal course and scope of duty which the employee reasonably believed was lawful and proper under the circumstances. Indemnity and defense shall not be provided by the Employer for any proven dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by or on behalf of the Employer.

ARTICLE 14
COMMUNICABLE DISEASE IMMUNIZATION

14.01 The City will provide, at the City's expense, necessary work related immunizations at the Whatcom County Health Department.

ARTICLE 15
SEPARABILITY AND SAVINGS

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

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

ARTICLE 16
GRIEVANCE PROCEDURE

16.01 Definition of a Grievance: For the purpose of this agreement the term "Grievance" means any dispute arising concerning the interpretation or application of the express provisions of this agreement. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this article. No employee will be demoted, suspended or discharged except for just cause. The Union reserves the right to withdraw a grievance, or not to file a grievance, if it feels, or through an investigation finds, the grievance has no merit.

16.02 Procedure: "Grievances" as defined by Section 16.01 shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) calendar days after the discovery of such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days after the grievance was presented. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested and shall be appealed to Step 2 by the Union within fourteen (14) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after the receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be referred to Arbitration in Step 3 within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Arbitration in Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3: Arbitration: The parties shall select an impartial arbitrator within fourteen (14) calendar days after the service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter, request the Federal or State Mediation and Conciliation Service to submit a list of five (5) disinterested persons who are qualified and willing to act as an impartial arbitrator.

(a) Within seven (7) calendar days after receiving the list of arbitrators, the Union and the Employer will conduct a coin flip to determine who strikes the first name off the list. Each will strike off one name in turn until only one person remains. The one remaining person on the list will be the sole arbitrator.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

(b) The award of the arbitrator shall be rendered in writing together with his/her findings and conclusions and shall be final and binding upon the parties to this agreement and upon the grievant or grievants, if any.

(c) The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. All other expenses and costs shall be borne by the parties incurring them.

(d) The Employer and the Union agree to comply with the time limitations set forth in this article and either party shall have the right to insist that the time limitations be complied with; provided, however, the said time limitations may be waived by mutual agreement.

ARTICLE 17
DISCIPLINE AND DISCHARGE

17.01 Discipline: Disciplinary action by the Employer shall be for just cause and, except for cases outlined in 17.02(a), shall include the following:

- (a) Oral Reprimand, with written documentation
- (b) Written Reprimand,
- (c) Suspension,
- (d) Discharge.

17.02 Warning Notice Procedure:

(a) No employee covered under this agreement shall be discharged or suspended except for just cause. However, prior to such action, except in case of dishonesty, being under the influence of alcohol, drinking of alcoholic beverages on the job or at the work site, possession or engaging in the sale, purchase, transfer, use or being under the influence of drugs prohibited by law while on the job or at the work site, unless prescribed by a physician and approved for use with the employee's regular duties, insubordination, or gross misconduct related to employment, the Employer shall first notify the employee and the Union in writing defining the reasons and giving the employee and the Union an opportunity to attempt to resolve the problem.

(b) The complaint specified in such prior warning notice shall be for the same type of misconduct as the cause for demotion, suspension or discharge. No such warning notice shall remain in effect for a period of more than twelve (12) months after its issuance, or until the employee has worked at least 1,400 hours after its issuance, whichever is the later.

(c) Discharge, suspension or demotion must be by proper written notice to the employee and the Union within fourteen (14) calendar days of when the Employer first knew or reasonably should have known of the violation claimed by the Employer as the basis for discharge, demotion or suspension. In cases where dishonesty or other illegal conduct is involved, the discharge, suspension or demotion notice must be within a reasonable time after the discovery of the alleged misconduct.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

17.03 Notification of Employee:

(a) Suspensions, demotions and discharges will be in written form.

(b) Notices of suspensions, demotions or discharges shall include a statement of the charges and the date on which time the action is to be effective. In case of demotion, the position to which the employee is demoted shall be identified.

17.04 Discharge:

(a) Discharge shall be for just cause only.

(b) The statement of charges shall be served on the employee with a copy by registered mail to the Union.

(c) Upon receipt of the statement of charges a grievance may be filed in accordance with Article 16.

(d) Prior to any hearing or arbitration process, a joint meeting may be held by agreement of the Employer and the Union in an effort to resolve the disputed discharge.

17.05 Personnel Records:

(a) Copies of all letters of commendation, complaints and written reprimands that are entered into the employee's permanent file shall be given to the employee and the employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the permanent personnel file.

(b) Written reprimands, notices of suspension, demotion and discharge which are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.

ARTICLE 18
TERMINATION CLAUSE

18.01 This Agreement shall be in full force and effect from January 1, 2020 to and including December 31, 2023, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

18.02 It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2024, or January 1st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT


January 1, 2020 – December 31, 2023

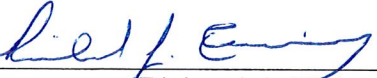
18.03 Revisions agreed upon shall be effective January 1st of the year request has been made for modifications to the Agreement. Notwithstanding any other provisions in this Agreement, the parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

This Agreement is executed this 17th day of December, 2019, by the duly authorized agents and representatives of the parties hereto.

CITY OF EVERSON, WASHINGTON

TEAMSTERS UNION LOCAL NO. 231

By 
John Perry
Mayor

By 
Richard J. Ewing
Secretary-Treasurer

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

ADDENDUM A:

MONTHLY SALARY SCHEDULE

Range and Classifications	
RANGE 1	Deputy Clerk/Treasurer, Court Clerk, Police/Utility Clerk
RANGE 2	Building Official/Utility Maintenance
RANGE 3	PARKS / Utility Maintenance
RANGE 4	Utility Maintenance/Plants Operator (Requires: WWTP0 1, WDM 1, WTP0 1)
RANGE 45	Water/Sewer Superintendent

Effective: 1/1/2020 (+ 4%)					
<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	\$4,013	\$4,215	\$4,424	\$4,645	\$4,878
2	\$4,280	\$4,491	\$4,740	\$4,978	\$5,253
3	\$3,716	\$3,911	\$4,119	\$4,332	\$4,562
4	\$3,977	\$4,185	\$4,407	\$4,635	\$4,882
5	\$4,076	\$4,276	\$4,515	\$4,741	\$5,003

Effective: 1/1/2021 (+ 3%)					
<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	\$4,133	\$4,341	\$4,557	\$4,784	\$5,024
2	\$4,408	\$4,625	\$4,882	\$5,128	\$5,411
3	\$3,828	\$4,028	\$4,242	\$4,462	\$4,699
4	\$4,096	\$4,310	\$4,539	\$4,774	\$5,028
5	\$4,198	\$4,404	\$4,650	\$4,883	\$5,153

Effective: 1/1/2022 (+ 3%)					
<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	\$4,257	\$4,471	\$4,694	\$4,927	\$5,175
2	\$4,540	\$4,764	\$5,028	\$5,282	\$5,573
3	\$3,943	\$4,149	\$4,369	\$4,596	\$4,840
4	\$4,219	\$4,440	\$4,675	\$4,917	\$5,179
5	\$4,324	\$4,537	\$4,790	\$5,030	\$5,307

Effective: 1/1/2023 (+ 3%)					
<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	\$4,385	\$4,606	\$4,835	\$5,075	\$5,330
2	\$4,676	\$4,907	\$5,179	\$5,440	\$5,740
3	\$4,061	\$4,274	\$4,500	\$4,733	\$4,985
4	\$4,345	\$4,573	\$4,815	\$5,065	\$5,334
5	\$4,454	\$4,673	\$4,933	\$5,180	\$5,467

CITY OF EVERSON NON-UNIFORM EMPLOYEE
COLLECTIVE BARGAINING AGREEMENT

January 1, 2020 – December 31, 2023

ADDENDUM B:

Western Conference of Teamsters Pension Plan:

A: Effective January 1, 2020, the City shall contribute a total of twenty-five cents (\$.25) per hour into the Western Conference of Teamsters Pension Trust fund on behalf of each member of the bargaining unit for each hour for which compensation is paid to a maximum of two thousand eighty (2080) hours annually. Out of the twenty-five cents (\$.25) per hour, ten cents (\$.10) per hour will be from a diversion of wages.

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

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

This Pension Addendum entered into this 14 day of January, 2020.

CITY OF EVERSON, WASHINGTON

TEAMSTERS UNION LOCAL 231

By



John Perry
Mayor

By



Richard J Ewing
Secretary Treasurer

CITY OF EVERSON
SHARED LEAVE POLICY
RESOLUTION NO. 491-10-3

7.7 Shared Leave

Intent. The purpose of the shared leave program is to permit City employees, at no additional cost to the City other than the administrative costs of the program, to come to the aid of a fellow City employee who is suffering from, or who is caring for an immediate family member suffering from a *serious health condition*, as defined under FMLA, which is of an extraordinary or emergency nature and which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Gifting of sick leave to another employee is voluntary, is subject to the provisions of this policy or, for unionized employees, is subject to the collective bargaining agreement addressing this issue. All requests for shared leave by either the recipient or the donor shall be subject to approval by the Mayor.

Eligibility of Recipient. The Mayor may permit an employee to receive shared leave under the following conditions:

1. The employee has exhausted, or will exhaust, all accrued sick leave, vacation leave, compensatory time off, holiday time and/or other paid leave;
2. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate employment;
3. The employee's absence and the use of shared leave are justified;
4. The employee has abided by City policies regarding sick leave use and attendance both prior to and during shared leave;
5. The employee has diligently pursued and been found to be ineligible for benefits under state industrial insurance or such benefits have been exhausted;
6. The employee has submitted medical or other appropriate documentation to support both the necessity for shared leave and the time the employee will be expected to be absent due to the condition; and,
7. The employee must not have offered anything of value in exchange for the leave donation and the donor must not have solicited nor accepted anything of value in exchange for the donation.

Eligibility of Donor. Shared leave shall be funded through voluntary transfers of accrued sick leave from other City employees to the employee approved for shared leave. Co-workers who donate sick leave must retain a minimum of forty-five (45) days or three hundred and sixty (360) hours of accrued sick leave in their accrued sick leave bank at any given time. The donating employee may donate any amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below forty-five (45) days (for part-time employees, requirements for sick leave balances will be prorated).

Voluntary Donation. All donations of leave shall be on a voluntary basis only and the decision to donate leave shall be solely up to the individual employee. No employee shall be coerced, threatened, intimidated or otherwise induced to make a donation. Donated sick leave must be given in writing on the Shared Leave Donation/Authorization Form and submitted to the Mayor or designee for approval. Any unused shared leave shall be returned to the donor. If there is more than one donor, the unused shared leave shall be returned on a prorated basis to each donor.

Amount of Leave Received. An eligible employee may receive up to a maximum of ninety (90) days or seven hundred and twenty (720) hours of shared leave during a twelve month period.

SHARED SICK LEAVE DONATION/AUTHORIZATION FORM

This information is confidential.

I, _____, request that I be allowed to donate _____ hours of my accrued sick leave to _____. I certify that this donation does not cause my sick leave balance to fall below forty-five (45) days (for part-time employees, requirements for sick leave balances will be prorated.)

This donation of sick leave is made voluntary. I understand that sick leave donated is done so irrevocably and without compensation. I am relinquishing all rights and benefits relating to the donated leave.

Donor

Date

Approved:

Mayor

Date

For payroll use:

Total accrued sick leave	_____
Total sick leave taken YTD	_____
Hours donated	_____
Hourly rate of pay	_____
Value of donated leave	\$ _____

Please return completed form to the City Administrator.

Thank you for your willingness to help a co-worker in need.

Value of Leave. Leave shall be transferred on a dollar-for-dollar basis. The value of the leave shall be determined at the current hourly wage rate of the transferor (based on eight-hour days for regular employees and ten-hour days for police) and the leave available to the receiving employee shall be calculated at the receiving employee's current hourly wage rate.

EXAMPLE

EMPLOYEE	HOURS DONATED	HOURLY RATE	LEAVE VALUE
A	8	\$10.00	\$80.00
B	10	\$10.00	\$100.00
Total Donated	18		\$180.00

If Employee C's hourly rate is \$15.00, he or she will receive twelve (12) hours of shared sick leave from Employees A and B.

Classification While on Leave. While an employee is on shared leave, he or she will continue to be classified as a City employee and shall receive the same treatment, in respect to salary and benefits, as the employee would otherwise received if using his or her own accrued sick or vacation leave.

Pilot Program. This is a pilot program and creates no vested rights. It may be amended, suspended or terminated at any time by the City Council. The City Administrator shall monitor the use of shared leave to ensure equivalent treatment for all employees of the City and shall maintain all shared leave records. Inappropriate use or treatment of the shared leave provision may result in cancellation of the donated leave or use of shared leave. In no event shall any unused shared leave be paid to the receiving employee under the sick leave cash out policy and/or any other policy.

WEINGARTEN RIGHTS FOR BARGAINING UNIT EMPLOYEES

*** The Union recommends employees exercise their Weingarten rights as follows:**

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward or business representative present. If possible, notify the Union steward or business representative of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.

2. If you are unable to obtain representation before entering the meeting, you should:

- (a) Ask whether you are free to leave the room if you choose to do so;
- (b) Ask whether anything said at the interview could lead to disciplinary action or discharge;
- (c) If so, ask that (1) a Union steward or business representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union steward or business representative in private prior to the questioning;
- (d) If a Union steward or business representative is unavailable, ask that the meeting be postponed until one can be present;
- (e) In the event the Employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU ATTEND THE MEETING BUT EXERCISE YOUR RIGHT TO REFUSE TO ANSWER ANY QUESTIONS THAT MAY LEAD TO DISCIPLINARY ACTION OR DISCHARGE.

*** These recommendations do not apply when an employee faces possible criminal charges. Such employee(s) should obtain the advice of an attorney.**

