

LABOR AGREEMENT BETWEEN

CITY OF WOODLAND

AND

**TEAMSTERS LOCAL 58
PUBLIC WORKS**

This AGREEMENT made and entered into by and between the City of Woodland, Washington, hereinafter referred to as the "EMPLOYER" and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL #58, hereinafter referred to as the "UNION."

PREAMBLE

Whereas, the Parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure highly productive, uninterrupted operations.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 – RECOGNITION AND SECURITY

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all of its full-time and regular part-time Public Works and Building Inspection employees within the jurisdictional limits of the Union in all Employer operations. Currently included are the following job titles:

Public Works Lead Worker	Laborer
Treatment Plant Operator	Utility Services Worker I
Plant Manager	Utility Services Worker II
Building Inspector	Utility Worker II/Mechanic
Senior Engineering Technician	Public Works Senior Lead Worker
Waste Water Treatment Plant Superintendent	Water Treatment Plant Superintendent
Mechanic	Engineering Technician
Engineering Aide I	Assistant Public Works Lead Worker

- 1.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that any and all employees covered by this Agreement and hired on or after its effective date shall on the thirtieth (30th) day

following the beginning of such employment, become and remain members in good standing in the Union.

- 1.3 A member in good standing shall be defined as a regular part-time or full-time employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Upon written notice from the Union of the failure on the part of any regular part-time or full-time employee to tender initiation fees and dues as above required, the Employer shall, within seven (7) days of such notice, discharge said employee.

- 1.4 Each employee, as defined in Article 1, who desires to pay his Union dues by payroll deduction will complete a dues check-off form with the Union, a signed copy of the dues check-off form will be forwarded to the Employer. The Employer will deduct such dues from the wages of those employees and forward them to the Union no later than the tenth (10th) of each month. If objections to joining the Union are based on bona fide religious tenets and the employee objects to joining the Union because of such beliefs, the employee shall pay an amount of money equivalent to Union dues, assessment, and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Union that such payment has been made.
- 1.5 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a monthly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.
- 1.6 It is further agreed that the Union shall indemnify, defend, and hold harmless the Employer and its officials, representatives, and agents against any and all reasonable costs that shall arise out of, or by reason of, action taken or not taken by the Employer in complying with the provisions of this Article.
- 1.7 A maximum of two (2) members of the Union's negotiations team will be granted leave with pay for attending active collective bargaining sessions between the Parties that occur during their regularly scheduled work hours; this excludes

preparatory meetings. The Union's negotiations team members will not receive overtime pay for attending collective bargaining sessions, nor will they be paid to attend collective bargaining sessions that fall outside their regularly scheduled work hours. The Union will promptly inform the City about the identity of the Union's negotiations team, and the Union will work together with the City in good faith to attempt to alleviate any legitimate operational concerns that the City brings to the Union's attention regarding the scheduling of collective bargaining sessions. Authorized representatives of the Union will be granted leave without pay for the purpose of attending conferences and meetings; provided that the authorized representatives' absences will not adversely affect the Employer's operations nor cause the Employer to incur additional expenses. The leave must be approved in advance by the Department Head or City designee.

ARTICLE 2 – WORK SCHEDULE

- 2.1 Eight (8) hours, excluding the lunch period of not less than thirty (30) minutes, shall constitute one (1) full day of work: forty (40) consecutive hours shall constitute one (1) full week of work. The employee's normal shift is from 7:00 A.M. to 3:30 P.M. or 8:00 A.M. to 5:00 P.M., Monday through Friday, but other shifts may be developed according to the needs of the Employer within the context of a forty (40) hour workweek. Notwithstanding the above, the Employer agrees to consider input from the Union regarding the assignment of work, the establishment or reconfiguration of the workweek, and what shifts will be employed. The Employer agrees not to unnecessarily change the workweek.
- 2.2 All work performed in excess of eight (8) hours per day, unless part of a regularly scheduled work shift, or performed on Saturdays and Sundays, and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1.5) the regular rate of pay, or may be taken in compensatory time off (48 hours maximum accumulation) if requested by the employee and approved by the Department Head in accordance with Department Policy. All overtime or compensatory time shall be with the approval of the Department Heads or their designee. At no time will the Employee be required and/or directed to use compensatory time off.
- 2.3 Employees shall have regularly designated lunch periods, which shall not exceed one (1) hour.
- 2.4 An employee shall be guaranteed two (2) hours premium pay at time and one-half (1.5) the regular rate of pay, should he be instructed by the Employer to report back to work after his regular hours. Any call back shall be for a minimum of two (2) hours. In instances where the task for which the employee is called back (requested or directed to perform work) is accomplished by telephone or by remote access (e.g. by computer), or, in instances where the employee does not physically respond to the job site, the employee shall be paid one hundred (\$100) per month to cover all remote access work completed. The Public Works Director

shall determine which employee shall have remote access. **A Log shall be kept by the employee who completes Remote Access tasks for operational purposes only.

- 2.5 Employees shall be granted two (2) fifteen (15) minute rest periods (not to exceed fifteen [15] minutes) each day; one rest period to be taken during the shift worked prior to lunch and one rest period to be taken during the shift worked after the lunch period. Rest periods shall be considered as time worked. The rest period will be taken within a reasonable distance of the current work site and/or city shops or buildings. The City shall continue to provide bottled water, coffee, and related supplies for employees for the duration of this Agreement.
- 2.6 When an employee is assigned work in a higher-paid classification for three (3) or more shifts up to 30 days, employee will be paid 10% above employee's current step rate. When an employee is assigned work in a higher-paid classification more than 30 days, City will fill position on an interim basis and employee will receive the first step plan pay rate of said classification above their current step plan pay rate. This higher rate of pay will not include the Department Heads classification. However, all tasks may require overlapping with tasks of a higher classification. Overlapping shall not require pay for the higher classification.
- 2.7 All employees shall receive the current I.R.S. rate per mile for use of their personal vehicle. Mileage will be paid on an expense voucher approved by the Department Head.
- 2.8 Clothing/Boot Allowance. The following shall apply to all bargaining unit employees:
- Within 90 (ninety) days of the ratification of this Agreement and no later than the regular payday in February of each subsequent calendar year, the Employer shall provide a clothing/boot allowance of \$250.00 to each full-time employee.
- 2.9 On Call employee services will be rotated equally among Public Works Employees approved by the Public Works Director to complete this work. On Call employees will rotate on a weekly basis starting at 3:30 PM Thursday and ending at 7 AM on Thursday. Should a holiday fall on Thursday, the On Call Rotation start and end times shall be adjusted. On Call Employees must be able to respond to a call within 30 minutes at all times during their rotation. On Call employees will carry the Operations Cell Phone with them at all times during off hours. During regular working hours the Senior Leadman or their designee will carry the Operations Cell Phone. On Call Employees will be contacted for service through the Operations Cell Phone. Emergency dispatch and security companies will call the Operations Cell Phone first for off hour service. If the Operations Cell Phone is not answered the next phone number emergency

services will call is the Public Works Director Cell Phone. The Public Works Director will then call the Operations Cell Phone. On Call Employees that fail to respond to the Public Works Director's call will be subject to discipline under Article 11 of this contract.

- 2.10 On Call Employees will receive a premium of \$25 per workday and \$50 per weekend day for performing on call services. Holidays shall be treated as weekend days and shall receive \$50 per weekend day plus holiday pay. This premium includes the time required to solve any issue over the phone or computer. If the on call employee is required to respond on site they will receive a minimum 2-hour call out pay for that work.
- 2.11 On Call Employees shall be able to respond and complete 90% of tasks as determined by the Public Works Director. If the work that needs to be completed requires more than one employee the Public Works Director and/or designee will call other Public Works Employees based on seniority, qualifications and capability, and request that they come to work until there are sufficient employees to complete the required task.
- 2.12 Employees can request to give up their on call shift. If an employee gives up a shift it will be offered to other approved employees on the basis of seniority. If other approved employees are unwilling to take that shift the original employee must work that shift. Any alterations to the On Call schedule must be approved at least two weeks in advance by the Public Works Director.
- 2.13 Employees can also trade their shifts with other employees. All trades must be approved by the Public Works Director at least two weeks in advance of the first affected shift.
- 2.14 If the On Call Employee is unable to complete their shift due to illness or other emergency, their shift will be transferred to the most senior approved employee willing to take the shift. The On Call Employee shall notify the Public Works Director of this change.
- 2.15 Regularly scheduled overtime work tasks like special events or street closures will be offered to employees based on seniority and are not part of the shift duties for the On Call Employee.
- 2.16 Upon mutual agreement, the City or employee may voluntarily request the employee to take up to 5 unpaid furlough days or 40 hours per year, taken in 1 day increments. The City or employee will give a 30 day notice prior to the need for the furlough day(s). The employee has the option to take five (5) furlough days in a one week increment and scheduled based on the needs of the City.

ARTICLE 3 – HOLIDAYS

3.1 All employees shall receive the following holidays with pay, along with any additional holidays that may be mandated by the legislature or proclaimed by the Governor of the State of Washington under the provisions contained in the statute or proclamation.

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President’s Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	*Special Day Off

* One Special Day Off shall be awarded to each employee after completion of one year of employment and such Special Day Off shall be scheduled by mutual agreement of the employee and the Supervisor. Employees shall continue to be awarded one Special Day Off every subsequent calendar year.

3.2 Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

3.3 All work performed on any of the above holidays shall be compensated for at the rate of time and one-half (1.5) the regular rate of pay in addition to the credited pay for the day.

3.4 All holidays shall be taken within the calendar year.

3.5 All holiday hours are counted toward overtime.

3.6 Employees will be paid for holidays in accordance with Section 1, provided they work all time scheduled on the workday that immediately precedes the holiday and all scheduled time on the workday that immediately follows the holiday. Employees who receive authorized sick pay or authorized vacation pay for the workday immediately preceding or immediately following the holiday shall be paid for the holiday in accordance with Section 1 of this Article.

3.7 Employees on authorized vacation or sick leave when a holiday recognized in accordance with Section 1 of this Article is observed shall receive pay at straight time for the holiday, and shall not have his vacation or sick leave accrual, as the case may be, charged for the holiday.

3.8 Part-time employees are not subject to this holiday Article and do not receive holiday pay.

ARTICLE 4 – VACATIONS

- 4.1 Employees hired after March 1, 1995, shall be credited with the following number of hours of vacation leave for each full month of completed service in accordance with the following accrual schedule:

Continuous full-time service:

0 through 2 years	8.00 hours per month
At the beginning of 3 rd year	9.33 hours per month
At the beginning of 5 th year	10.67 hours per month
At the beginning of 8 th year	12.00 hours per month
At the beginning of 10 th year	13.33 hours per month
At the beginning of 15 th year	16.67 hours per month
At the beginning of 20 th year	18.00 hours per month

Employees hired prior to March 1, 1995, shall be credited with the following number of hours of vacation leave for each full month of completed service in accordance with the following accrual schedule:

Continuous full-time service:

0 through 2 Years	8.00 hours per month
At the beginning of 3 rd year	8.67 hours per month
At the beginning of 4 th year	9.33 hours per month
At the beginning of 5 th year	10.00 hours per month
At the beginning of 6 th year	10.67 hours per month
At the beginning of 7 th year	11.33 hours per month
At the beginning of 8 th year	12.00 hours per month
At the beginning of 9 th year	12.67 hours per month
At the beginning of 10 th year	14.00 hours per month
At the beginning of 12 th year	15.33 hours per month
At the beginning of 14 th year	16.67 hours per month
At the beginning of 16 th year	18.00 hours per month
At the beginning of 18 th year	19.33 hours per month
At the beginning of 20 th year	20.67 hours per month

- 4.2 Vacation shall accrue on a monthly basis commencing with the first full month after the employee's date of hire, but may not be taken until after the employee's first anniversary date of employment. Vacation shall be accrued in monthly increments; therefore, in the event an employee terminates at a time other than the final day of the month, the following shall apply:

Employees separating from City service on or after the 15th day of the month shall receive the full month of vacation accrual and Employees separating before the 15th shall receive no vacation accrual for the partial month, except that no pay shall be received if discharged for cause.

- 4.3 Vacation will be taken in whole day increments unless otherwise authorized by the Employee's Supervisor.
- 4.4 Part-time employees are not subject to this vacation Article and do not receive vacation leave.
- 4.5 Accumulated vacation leave shall be scheduled for use by February 28th of each year and shall be approved by the Department Head. Vacations requested after February 28th will be approved on a first-come basis.
- 4.6 Vacation shall be scheduled based on departmental seniority. However, the Employer retains the right to approve and schedule vacations consistent with its work needs.
- 4.7 Unless otherwise approved by the Mayor, an employee may carry over no more than a maximum of one (1) year accrued vacation plus the unused vacation accrual of the current anniversary year at his current rate. However, at the end of any anniversary year, any annual leave balance above the unused vacation accrual of the current anniversary year plus a maximum of one (1) year will cease accruing; that is, an employee at the beginning of any anniversary year shall have no more than two (2) years accrued vacation. Employees must declare vacation to be carried over by December 15th of the year in which it was earned or it ceases accruing.
- 4.8 In case of death all accumulated vacation leave shall be paid to the estate of the employee.

ARTICLE 5 – SICK LEAVE

- 5.1 Sick leave with pay shall accrue at the rate of eight (8) hours for each completed month of service. Sick leave may accumulate to, but not exceed, eight hundred (800) hours. An employee separated in good standing shall receive payment equal to fifty percent (50%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay. Provided, however, that under no circumstances may an employee's payment for accumulated sick leave and vacation leave, when combined, exceed two hundred forty (240) hours.
- 5.2 Employees will be granted pro-rated sick leave for the first month of employment if actually working continuously through the rest of that month.
- 5.3 Employees may use sick leave following their third (3rd) month of continuous employment with the Employer. Sick leave may be taken for any of the following reasons:
 - A. Illness or injury that incapacitates the employee to the extent that he is unable to perform his work.

- B. Exposure to contagious disease that would jeopardize the health of fellow workers or the public.
 - C. Illness or injury of an immediate family member that requires the presence of the employee.
 - D. Doctor or dentist appointment(s).
 - E. Employees shall be eligible to participate in the "Shared Leave" benefits program pursuant to City Ordinance 804.
- 5.4 Only working days are charged and at the rate of one (1) hour of leave for each hour of absence.
- 5.5 At the employee's option, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave.
- 5.6 If an employee is absent due to illness or injury for which he is receiving payment from State Industrial Insurance or other state mandated plan, the City's obligation shall be limited to the difference between the employee's regular wages and the amount received from the State. Sick leave shall be charged on a pro-rata basis until such leave is exhausted.
- 5.7 A doctor's certificate of illness may be required by the Employer at the time the employee returns to work when he is absent because of illness or injury for more than three (3) consecutive working days. The Employer may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his duties.
- 5.8 Employees may choose to utilize sick leave when attending the funeral of extended family members, including aunts, uncles, and cousins.
- 5.9 Reporting and Approval Procedures. Employees unable to report for duty shall notify the Employer's designated representative in accordance with procedures and established policies. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable.
- 5.10 Part-time employees are not subject to this sick leave Article and do not accrue sick leave.

ARTICLE 6 – BEREAVEMENT LEAVE

- 6.1 Paid bereavement leave shall be granted to an employee in the event of death in the immediate family requiring attendance of the employee at the funeral or other

bereavement service. Bereavement pay shall be based on an Employee's regular daily rate of pay.

- 6.2 Bereavement leave shall be limited to three (3) days in any one (1) instance. "Immediate family" includes spouse, parent, present mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, brother, sister, child, stepchild, or grandchild of the employee, or a more distant relative if living with and as a member of the employee's immediate household and other relatives as approved by the Department Head or his or her designee. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Employees may be excused from work, with pay, to attend the funeral of an employee or former employee, providing the Employer approves such leave in advance. Bereavement leave is separate from sick leave, holiday pay, compensatory time, and vacation.
- 6.3 Notification. In order to receive compensation while absent on bereavement leave the employee, or someone on the employee's behalf, must notify the Department Head or person designated by the Department Head prior to the absence, or as soon as possible during such absence.

ARTICLE 7 – HEALTH AND WELFARE

During the term of this Agreement, the Parties may mutually agree to pursue a plan of alternate coverage. The terms of this Article shall be reopened for the purpose of bargaining about cost containment if such an optional plan is available to the City and can be provided to the Union.

Any changes required by the provider of insurance coverage shall be automatically implemented. These include, but are not limited to, changes in required co-pays, deductibles, and plan administration procedures.

- 7.1 So long as the above restrictions are adhered to, the City hereby agrees that it will provide two medical insurance options to the Teamsters 58 bargaining unit members: the AWC/Regence HealthFirst Plan and Kaiser 11D 15/30 Plan. The City also hereby agrees to continue to provide to the Teamsters 58 bargaining unit members the dental, vision, and life insurance plans that the City provided to them during calendar year 2007.
- 7.2 The City hereby agrees to pay 100% of the health care premiums for all of the above-referenced plans that are applicable to Teamsters 58 bargaining unit members themselves.
- 7.3 Furthermore, the City hereby agrees to pay all of the premiums regarding all of the above-referenced health insurance plans that are applicable to the dependents of Teamsters 58 bargaining unit members, except that bargaining unit members with one (1) dependent will pay an amount equal to one-half of one percent ($\frac{1}{2}\%$) of their monthly base wage towards health insurance premiums

each month; bargaining unit members with two children and no spouse will pay an amount equal to one percent (1%) of their monthly base wage towards health insurance premiums each month; and bargaining unit members who are on the family rate for either medical insurance plan or who are on the AWC medical insurance plan and who have a spouse and one or more children will pay an amount equal to two and one-half percent (2.5%) of their monthly base wage towards health insurance premiums each month.

- 7.4 During the term of this Labor Agreement, the Parties hereby agree that if a Teamsters 58 bargaining unit member's spouse has co-insurance available through the spouse's employer, either the spouse will agree to be covered by their employer as the primary insured, or if that Teamsters 58 bargaining unit member still wanted his spouse to be enrolled on the City's medical plan, then the Teamsters 58 bargaining unit member would pay an additional twenty five dollars (\$25) per month for the City coverage through payroll deduction.
- 7.5 During the term of this Labor Agreement, the Parties hereby agree that if a Teamsters 58 bargaining unit member has insurance available through the spouse's employer, the bargaining unit member can opt out of the City provided health care, upon certification of alternative health care coverage, and shall be paid one hundred dollars (\$100) monthly.

ARTICLE 8 – JURY DUTY AND SUBPOENAS

- 8.1 When an employee is summoned for jury duty, the employee shall notify his Department Head in writing on the next regularly scheduled workday. The employee shall continue to keep his Department Head informed as far in advance as possible as to the dates that he is required to appear. Employees who are called to serve on a jury or appear as a subpoenaed witness in any established court will be released from work to do so; provided, however, the City shall have the right to petition the court to excuse the employee from jury duty or from the subpoena and the employee will cooperate with the City in the petition to be excused from jury duty or subpoena. During the period of such absence, regular employees will receive their regular wages, minus the amount received as jury duty or witness fees (except any amount for mileage reimbursement).
- 8.2 Employees who are absent from work because of jury duty will retain seniority and all benefits. The time away will not affect vacation or sick leave accruals, except employees who appear in court as the plaintiff or defendant in any action shall not be paid for the time away from work, unless that time is taken as accrued vacation time.
- 8.3 In the event that an employee is called for jury duty and is excused by the court before the jury for the case is selected, such employee shall report back to work and continue his normal work activities until again called for jury duty.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.1 The Mayor may grant leaves of absence without pay, not to exceed thirty (30) working days, in appropriate circumstances. In order to receive leave without pay, the employee must submit a written request to the Mayor after obtaining permission from his department head. An extension may be granted in case of emergency or compelling personal reason. In the case of a leave of absence or extension, the Union shall be notified. Failure to return upon the expiration date of the leave may be cause for dismissal.
- 9.2 An employee on an approved leave of absence without pay will have the first thirty (30) calendar days counted for purpose of computing sick leave, vacation pay, and eligibility for and payment of city employee insurance program benefits provided he has completed at least one (1) year of continuous employment with the Employer.
- 9.3 USERRA and applicable Washington State provisions shall apply for those employees who are members of the National Guard or Military Reserves.

ARTICLE 10 – MATERNITY LEAVE

- 10.1 Maternity leave shall be granted as per WAC 162-30-020 as amended and in compliance with all applicable Federal regulations.

ARTICLE 11 – DISCIPLINE

- 11.1 The Employer agrees to act in good faith in the discipline of any employee. Depending on the severity of the violation involved and the employee's past record, disciplinary action may include but not be limited to: verbal reprimand, written reprimand, transfer, suspension with or without pay, loss of pay or privileges, demotion, or discharge, and based on just cause. Prior disciplinary action will normally be expected before the Employer acts to suspend or discharge the employee. This shall be considered progressive discipline. However, no prior disciplinary action shall be deemed necessary in cases of discharge or suspension in circumstances involving proven theft, gross insubordination, willful dishonesty, using or being under the influence of alcohol or a controlled substance during working hours, gross negligence, carrying unauthorized weapons, violence, or other misdeeds similar as to the seriousness of their impact on the employer-employee relationship.
- 11.2 Whenever an employee is being interviewed by the City for a purpose that may lead to disciplinary action, the employee shall have the right, if such employee so requests at that time, to have a representative of the Union present during the meeting on the pending matter.

- 11.3 A verbal or written notice, as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Warning letters, suspensions, and terminations, to be considered valid, must be issued within ten (10) working days from the date of the occurrence of the violation claimed by the City in such warning notice or within ten (10) working days of the time the City should reasonably have become aware of the violation. Time limits may be extended by mutual agreement; said mutual agreement shall not be arbitrarily withheld. The City shall provide the Union and the employee with written notice of any written warning, suspension, or discharge via facsimile transmission and Certified U.S. Mail.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.1 In the event of any dispute arising as to the interpretation or application of this Agreement, the matter shall be handled in the following manner:

Step 1 The employee and/or shop steward shall first informally take up the complaint with his supervisor within ten (10) working days from the date of the occurrence of the event that originally precipitated the grievance or within ten (10) working days of the time the employee should reasonably have become aware of such event.

Step 2 If the matter is not satisfactorily resolved at Step 1, the employee and/or the Union may reduce the grievance to writing and present it to the City Mayor or his or her designated representative within ten (10) working days of the occurrence of the event that originally precipitated the grievance. Within ten (10) working days thereafter the Mayor or his or her designee shall submit his or her answer to the aggrieved employee. Within ten (10) working days following receipt of the Mayor's or his or her designee's reply the Union shall respond to the Mayor indicating whether the Union wishes to pursue the grievance. In the event the Union fails to respond within the time limit specified herein, the grievance will be considered dropped. The written grievance shall include the following:

- (a) A concise statement of the grievance and the facts upon which it is based.
- (b) The specific Article(s) of the Agreement alleged to have been violated.
- (c) The specific remedy sought.

Step 3 Except as provided for in this section, if the matter is not resolved at Step 2, the Union may, within ten (10) working days of the receipt of the City Mayor's or his or her designee's decision in Step 2, provide written notice to the City of its desire to refer the matter to a Joint Conference Board for a hearing and final decision.

The Joint Conference Board shall consist of two (2) members selected by the City and two (2) members selected by the Union. Persons serving on a conference board shall not be employees of the Union or the Employer.

The Joint Conference Board shall convene a hearing on the matter(s) at issue and render a decision as soon as is practicable.

The Joint Conference Board shall rule only on the issue(s) presented and shall confine its decision to interpretation and application of the language of this Agreement. The Joint Conference Board shall have no right to add to, delete from, modify, or nullify any provision of this Agreement.

The decision of the Joint Conference Board shall be based solely on the evidence and testimony provided at the hearing and shall be final and binding on the Parties.

Step 4 Should the Joint Conference Board be unable to render a decision in the matter as described above or either Party provides notice of its intent not to convene the Joint Conference Board, it may be submitted to arbitration by the Party for a decision as provided herein. In order to proceed to arbitration, notice must be given to the Mayor or his or her designee or the Union within ten (10) working days following conclusion of the Joint Conference Board.

If the grievance is advanced to arbitration the Parties shall request a list of seven (7) Arbitrators residing in the Pacific Northwest from the Federal Mediation and Conciliation Service (FMCS). Within ten (10) working days of receiving the list of Arbitrators the Parties shall meet and alternately strike names from the list until one (1) name remains. The first strike shall be determined by the flip of a coin, with the winner deciding whether to strike first or second. The Moving Party shall be solely responsible for the fee for selection of an Arbitrator. Nothing in this Paragraph shall preclude the Parties from mutually agreeing on an Arbitrator.

The Arbitrator shall render a decision as promptly as possible. The Arbitrator shall decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall have jurisdiction and authority only to interpret,

apply, or determine compliance with the specific terms of the Agreement and shall not have jurisdiction to add to, delete from, or alter in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Parties. Cost of the Arbitrator, if any, shall be borne by the losing party as determined by the Arbitrator.

The time limits specified above may be waived by mutual written agreement between the Parties and shall exclude Saturdays, Sundays, and holidays.

- 12.2 The City and the Union shall pay the costs incurred in presenting their own cases under this Article as well as the expenses, if any, for their respective appointed members of the Joint Conference Board.
- 12.3 Failure to submit a grievance in accordance with the specified time limits without such written agreement shall constitute waiver and abandonment of the grievance.
- 12.4 A grievance may be terminated at any time upon receipt of a signed statement to that effect from the Union.

ARTICLE 13 – LONGEVITY PAY/ SALARY SCHEDULE

- 13.1 Longevity premiums shall be added to salaries in accordance with the following schedule:

Completion of five (5) years service	\$50.00 per month
Completion of ten (10) years service	\$75.00 per month
Completion of fifteen (15) years service	\$100.00 per month
Completion of twenty (20) years service	\$125.00 per month
Completion of twenty-five (25) years service	\$150.00 per month

The appropriate amount of longevity pay in each individual case will be added to an employee's monthly base wage at the completion of the month during which the employee becomes entitled to receive that amount of longevity pay as set forth above.

From the point of ratification of this Agreement forward, the Employer shall pay ten cents (\$.10) per hour for employees possessing any certificates from Washington Department of Health, Washington Department of Ecology, Wastewater Collections, or their equivalents, that are acquired in addition to the certificate requirements listed in the job description, as approved by the Public Works Director or Mayor. Provided, however, no employee shall be paid for more than three (3) such certificates. Provided further, it shall be within the Employer's discretion to authorize paid time off or city paid training for employees

to obtain such certificates. Employees receiving certification pay as of December 17, 2007, shall not have their pay reduced, except Plant Superintendent shall only receive certification pay for certificates in addition to certificates required in the job description effective January 1, 2008.

- 13.2 All employees shall be paid not less than the rate set out in Salary Schedule A on the last working day of each month with an optional draw on the fifteenth (15th).
- 13.3 Direct Deposit – The Employer will offer all employees direct deposit of their net earnings into the financial institution of his choice. Employees hired after ratification of this Agreement shall be paid through direct deposit to the financial institution of their choice only.

ARTICLE 14 – PENSION

- 14.1 The City shall continue to pay the required Department of Retirement Systems contribution levels to the Washington State Public Employee Retirement System or its successor program.

ARTICLE 15 – NON-DISCRIMINATION

- 15.1 The Employer and the Union agree not to discriminate against any employee because of race, religion, creed, color, national origin, marital status, gender, sexual orientation, age, political affiliation, union membership, and union related activities or because of disabled or developmentally delayed status.
- 15.2 All references to employees in this Agreement designate both sexes, and when the male gender is used it shall be construed to include both male and female employees.
- 15.3 Union activities will not be allowed by employees during regular working hours, except in connection with the grievance procedure as provided herein. City facilities will be made available for Union activities outside the regular working hours.
- 15.4 A designated representative of the Union shall be entitled access to City employees, provided that such visits do not unduly interfere with production. The representative shall advise the department head upon arrival at the Employer's premises.
- 15.5 The City administrators and elected officials will treat each employee with dignity and respect at all times. Employees will also treat each other as well as the City administrators and elected officials with dignity and respect.

ARTICLE 16 – SEVERABILITY

- 16.1 Should any provisions of this Agreement be held by any court of competent jurisdiction or other proper authority to be in conflict with any applicable federal or state law, such provision shall immediately become null and void; however, such determination shall not operate to cause other provisions herein which do not so conflict to become inoperative.
- 16.2 Should any such determination occur, the Parties shall meet to negotiate substitute provisions which are in conformity with the applicable law. Should the Parties fail to agree upon proper substitute provisions, the conflicting provisions shall be deemed revised to such extent as necessary to conform to such law.

ARTICLE 17 – MANAGEMENT RIGHTS

- 17.1 The Employer retains the exclusive right to make, manage, and enforce reasonable rules and to direct the work force; all, however, subject in all respects to the terms of this Agreement and to applicable laws and regulations. The Employer has the authority to adopt rules for the operation of the City and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, but not limited to: assignment of work; determination of the number of personnel to be assigned duty at any time; determine or change standards and expectations for employee performance and conduct; increase, diminish or change equipment, including the introduction of any and all new, improved, or automated methods or equipment; determine the methods, processes, and means of providing services; and the performance of all other functions not otherwise expressly limited by this Agreement. Bargaining unit members are subject to the provisions of the City Personnel Ordinance. Provided, however, this Agreement shall take precedence if a conflict exists. Any and all changes to policy will be sent to the Union thirty (30) days prior to implementation in order to allow the Union to grieve or object proposed changes. It is understood that management shall not perform bargaining unit work, except in emergencies and for the purposes of instruction.

ARTICLE 18 – SENIORITY

- 18.1 Definition: seniority is defined as the employee's length of service as an employee of the City within the bargaining unit. There shall be separate part-time and full-time seniority lists. Regular part-time employees who are included within the Union's bargaining unit shall be those employees who meet the definition of a "regular part-time employee" that is contained in WAC 391-35-350 (2004). Regular part-time employees who qualify under WAC 391-35-350 (2004)

are included in the Union and are eligible only for the health benefits as defined in City of Woodland Policy #2001-001 (Medical Insurance for Part-time Employees).

- 18.2 Probationary Employees: An employee is probationary for his first twelve (12) months within the bargaining unit. Probationary employees are subject to all provisions of this Agreement, but have no seniority rights and may be discharged at will. A probationary employee shall never be transferred, promoted, retained during work force reductions, restored to service, or be given preference in any manner over a non-probationary employee. Full-time employees shall be allowed to displace part-time employees in the event of a reduction of the work force.
- 18.3 Application: Seniority shall prevail in the reduction and restoration of the work force, provided the senior employee is qualified and capable of performing the work. Seniority shall prevail in promotions (provided the senior employee is qualified and capable of performing the work), demotions, transfers, shift preference, and vacation time preference. Casual or intermittent part-time employees shall not be entitled to any of the benefits of this Agreement and they shall be laid off prior to any regular or regular part-time employees being laid off.
- 18.4 Termination of Seniority: An employee's seniority shall be broken so that no prior record of employment shall be counted and his seniority shall cease upon:
- A. Just cause discharge.
 - B. Resignation.
 - C. Layoff exceeding six (6) months.
 - D. After twelve (12) months of absence due to an occupational injury or illness.
 - E. After six (6) months of absence due to a non-occupational injury or illness.
- 18.5 Job Openings and Vacancies: In the event of a job opening or vacancy, notice of the opening or vacancy shall be posted at the Public Works Shop, City Hall, and City Annex for a two (2) week period. Employees shall be given the opportunity to fill the job in order of their seniority, providing the senior employee is qualified and capable of performing such job duties. Current bargaining unit employees shall be given priority in hiring. External advertising will take place concurrently with the internal posting.
- 18.6 In the event of a reduction in force or layoff the following principles shall be applied:
- A. In layoff the last employee employed shall be the first laid off, provided the senior employee is capable of performing the work with skill and ability.

B. The last employee laid off shall be given the first opportunity to be reinstated, provided, however, that such employee has the qualification and ability for the position for which he is to be reinstated.

C. No full-time employee shall be laid off prior to a part-time employee.

Rehires: In the event of restoration of the work force, an employee on layoff shall be given fifteen (15) days notice of restoration by registered or certified letter and shall report within ten (10) days after receipt of the notice, unless extended by mutual agreement. Failure to report may result in loss of seniority.

18.7 An employee's seniority date will be adjusted for the purpose of awarding sick leave, earning vacation, and eligibility for and payment of city employee insurance program benefits if he is on a leave of absence without pay for more than thirty (30) days.

ARTICLE 19 – STRIKES AND LOCKOUTS

19.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of service. To this end, the Union and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

19.2 The Union agrees that during the term of this Agreement:

A. There will be no strike, sit-down, or walk-out.

B. The Union will not directly or indirectly authorize, encourage, or approve any refusal on the part of employees to proceed to the location of the normal work assignment. Any employee who violates this clause shall be subject to discipline, including termination.

19.3 The Employer agrees that during the term of this Agreement there shall be no lock-out of employees covered by this Agreement.

ARTICLE 20 – SUBSTANCE ABUSE

20.1 Intent and Purpose. The City and the Union acknowledge that substance abuse poses a serious threat to the health, safety, and productivity of officers, other city employees, and members of the public. For that reason the Union agrees that its members will be subject to the City's Substance Abuse policy, as established by the City, with the following additions, modifications, or clarifications:

A. It is understood that Bargaining Unit members will be requested, but not required to sign a statement acknowledging receipt of a copy of the policy. Members who choose not to sign will be subject to documentation from

department management indicating that they received the copy, but chose not to sign an acknowledgment of receipt.

- B. Unless otherwise required by federal law, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee is under the influence of any substance that affects that employee's job performance and/or is in possession of illicit drugs, either by possession or consumption, and/or has alcohol in his system, while on duty; the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Article.

Employees will be tested when they are involved in a reportable vehicle collision, incidents involving the use of deadly force, the discharge of firearms, any other event involving the use of force that involves a serious injury or death, and/or an accident involving employee negligence that causes serious injury or death.

Reasonable suspicion for the purposes of this Article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech, or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use. The City will strive to utilize more than one person to observe these changes, but one person shall be deemed sufficient if an appropriate second observer is not immediately available or is not willing to act as an observer.

- C. For purposes of testing for the presence of substances, any positive result from a Bargaining Unit member's sample will be subject to confirmation by a GC-MS test.
- D. The Parties to this Agreement recognize that maintaining a chain of custody for test samples is vital to fair treatment of the employee who has been tested. The Parties acknowledge that the current chain of custody standards used by the testing service providers selected by the City is appropriate and sufficient. It is understood that a documented violation of the agreed upon standards for maintaining the chain of custody for test samples would nullify the sample and, if feasible, require retesting.
- E. The Parties further agree that the thresholds for reporting positive findings of commonly abused substances to the Employer by the testing services provider shall comply with DOT regulations for those employees required

to maintain a commercial drivers license and the reporting thresholds for all other employees shall be as follows:

SUBSTANCE	SCREENING THRESHOLD
Alcohol (Scr)	.00 G / DL
Cannabinoid (UR)	100 NG / ML
Amphetamines	1000 NG / ML
Barbiturates	300 NG / ML
Benzodiazepines	300 NG / ML
Cocaine (Metab)	300 NG / ML
Methadone	300 NG / ML
Opiates	300 NG / ML
Phencyclidine	25 NG / ML

- F. The Parties agree that blood testing will be required of members only for the purpose of determining or confirming whether alcohol is present within the system of the employee who is being tested and not for any other medical purposes.
- G. If an employee has tested positive the City will provide a copy of the test results to the employee. Tests shall be conducted in a manner to ensure that an employee's legal drug use and/or diet does not affect the test result. Legal drug use is defined as medication use under the care and/or as prescribed by a licensed medical practitioner for a specific medical condition. Employees will notify their supervisor of any medications being taken that would reasonable or likely effect their work performance.
- H. An employee being tested may request to have a sample collected by the City's designated test facility for testing by a laboratory of his choosing at the expense of the employee.
- I. It is understood that the duty of a bargaining unit supervisor who suspects the impairment of another member of the bargaining unit will be limited to making the necessary observations and promptly notifying the Department Head, who will handle the report per the department's established procedure.

- J. If an employee tests positive for substance abuse and is disciplined for violating the City's substance abuse policy for the first time discipline will be limited to a written warning, on the condition that the employee shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the drug and alcohol evaluation. In the event the employee disagrees with the treatment recommended the employee may choose to obtain a second opinion from a qualified medical professional of his choice and expense. If there is a conflict between the two evaluations the City and the employee will mutually select a third qualified medical professional to reevaluate and make a final determination for treatment. The third evaluation will be paid 50% by each Party and will be final and binding. Employees who complete a rehabilitation program may be retested randomly for one (1) year following the completion of the rehabilitation program. If the employee has violated other department or City policies concurrently with the substance abuse policy, discipline up to and including termination may be administered as appropriate under the Substance Abuse Policy and as outlined in Article 6, Section 3 of this Agreement.
- K. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a drug and alcohol rehabilitation program on their own shall not be subjected by the City to random retests. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- L. If an employee tests positive during the one (1) year period following the completion of rehabilitation, the employee will be re-evaluated by a licensed practitioner to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by medical benefits and/or insurance that arise from this additional counseling or treatment. Employees will be subject to disciplinary action as a result of testing positive for drug and/or alcohol use.
- M. The City shall pay for all costs involving drug and alcohol testing, as well as the expenses associated with the drug/alcohol assessment. The City shall also reimburse each employee for his time and expenses, including travel, incurred involving the testing procedure only.
- N. Once treatment and follow-up care is completed and two (2) years has passed with no further violations of this Article the employee's personnel and medical files shall be purged of any reference to his drug or alcohol problem.

20.2 Smoke Free Work Environment. All City facilities, including City-owned buildings, vehicles, individual employee offices, and offices or other facilities

rented or leased by the City will be smoke free per 70.160 RCW; there will be no smoking within twenty-five (25) feet of any doorway.

ARTICLE 20 – LABOR/MANAGEMENT COMMITTEE

- 20.1 A Labor Management Committee (LMC) shall be established within thirty (30) days of the ratification of this agreement to encourage open communications between the Teamsters and the City. This committee is intended to provide a forum to discuss any matter of interest to the parties and to provide a forum to update employees, discuss issues, resolve differences, explore options, and help encourage communication related to this agreement.
- 20.2 The LMC shall consist of six (6) members three (3) from the Teamsters and three (3) from the City. The LMC shall schedule two (2) meetings per year to be held at a mutually agreeable time. The LMC shall meet within ninety-six (96) hours when notice is given by either party, unless by mutual consent, that time frame is extended; mutual consent will not be unreasonably withheld. All meetings will be held during city hours. The LMC shall select its own chairman and secretary.

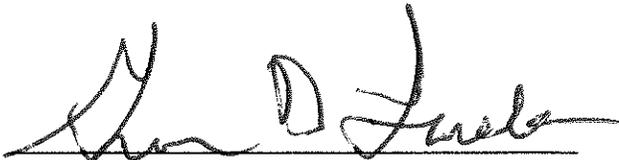
ARTICLE 21 - DURATION

- 21.1 This Agreement shall be in effect from January 1, 2014, up to and including December 31, 2014, and from year to year thereafter unless either Party wishes to modify or terminate this Agreement, such Party shall serve notice of such intention upon the other Party at least sixty (60) days prior to the expiration or subsequent anniversary date.

Signed this 18TH of AUGUST 2014.

City of Woodland

Chauffeurs, Teamsters & Helpers
Local 58



Grover Laseke
Mayor



Mike Workman
Business Representative

**SCHEDULE A
SALARY AND STEP PLAN**

PUBLIC WORKS AND BUILDING DEPARTMENTS

2014: Effective January 1, 2014, the base wage applicable to all bargaining unit members shall be increased by 1.9%.

2014 STEP PLAN

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Laborer	14.91 2,584	15.36 2,662	15.84 2,745	16.32 2,830	16.82 2,916
Utility Serv Worker I	18.96 3,287	19.54 3,388	20.16 3,494	20.78 3,601	21.43 3,714
Utility Serv Worker II	21.56 3,737	22.24 3,856	22.94 3,976	23.64 4,098	24.36 4,223
Senior Engineering Technician	26.41 4,578	27.22 4,718	28.07 4,866	28.93 5,014	29.84 5,172
Engineering Tech	23.58 4,087	24.28 4,209	25.01 4,334	25.77 4,467	26.54 4,601
Engineering Aide I	16.14 2,798	16.65 2,886	17.15 2,973	17.69 3,066	18.24 3,162
Mechanic	23.58 4,087	24.28 4,209	25.01 4,334	25.77 4,467	26.54 4,601
Utility Serv Worker II / Mechanic	22.11 3,833	22.78 3,949	23.50 4,073	24.20 4,195	24.98 4,328
Treatment Plant Operator	21.97 3,808	22.66 3,928	23.36 4,049	24.08 4,174	24.82 4,303
Treatment Plant Manager	24.80 4,299	25.57 4,431	26.35 4,567	27.16 4,707	28.00 4,854
Wastewater and Water Treatment Plant Superintendent	29.45 5,104	31.18 5,405	32.91 5,705	34.67 6,009	36.40 6,309
Assistant P/W Lead Worker	23.58 4,087	24.28 4,209	25.01 4,334	25.77 4,467	26.54 4,600
P/W Lead Worker	26.41 4,578	27.22 4,718	28.07 4,866	28.93 5,014	29.84 5,172
P/W Senior Lead Worker	30.61 5,306	31.56 5,470	32.54 5,640	33.55 5,814	34.57 5,993
Building Inspector	17.48 3,029	18.02 3,123	18.57 3,218	19.14 3,317	19.75 3,423

*Public Works paid hourly rates; monthly salary shown for illustrative purposes only and for OT purposes.