

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**City of Yakima**

**And**

**Teamsters Local #760**

**Representing**

**Yakima Public Works Division Managers Unit**

**Effective**

**January 1, 2021 – December 31, 2023**

## TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2 – UNION SECURITY/DUES CHECK OFF & MAINTENANCE OF MEMBERSHIP.....	3
ARTICLE 3 – EMPLOYER RIGHTS .....	4
ARTICLE 4 – WAGES AND BENEFITS.....	6
ARTICLE 7 – PERSONAL HOLIDAYS.....	10
ARTICLE 8 – VACATION LEAVE .....	10
ARTICLE 9 – SICK LEAVE.....	12
ARTICLE 10 – TEAMSTERS LEGAL SERVICES TRUST .....	14
ARTICLE 11 – GRIEVANCE PROCEDURE .....	14
ARTICLE 12 – WORK WEEK, AND HOURS OF WORK.....	16
ARTICLE 13 – UNION LEAVE.....	17
ARTICLE 14 –RETIREMENT CONTRIBUTION .....	17
ARTICLE 15 – SAVINGS CLAUSE.....	17
ARTICLE 16 - TERM OF AGREEMENT .....	18

## **PREAMBLE**

This agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Yakima hereinafter known as the “Employer” and the Yakima Division Managers Unit represented by Teamsters Local #760, hereinafter known as the “Union” for the purpose of setting forth the wages, hours, and other terms and conditions of employment which shall be in effect during the term of this agreement for employees included in the bargaining unit described in Article 1 below.

## **ARTICLE 1 – RECOGNITION**

- 1.1** The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56 of the following full-time Public Works Division Managers as recognized by PERC case 23552-E-10-3594, excluding mid-level supervisory employees, non-supervisory employees, department heads, confidential employees, elected officials, officials appointed for a fixed term of office, and all other employees of the Employer.:

Fleet Manager & Facilities Manager  
Parks & Recreation Manager  
Streets & Traffic Operations Manager  
Solid Waste & Recycling Manager  
Transit Manager

- 1.2** The Union recognizes the City as the representative of the people of the City of Yakima and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on the City’s behalf.

## **ARTICLE 2 – UNION SECURITY/DUES CHECK OFF & MAINTENANCE OF MEMBERSHIP**

- 2.1** 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 in the Union.
- 2.2** The Union agrees to represent all employees within the bargaining unit without regard to Union membership.
- 2.3** When provided a “voluntary check-off” authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee’s pay, the Union’s uniform applicable dues, initiation fee and/or service fees, as prescribed in the “voluntary check-off” form. The full amount of monies so deducted from the employee shall monthly be forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and

hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.

- 2.4 An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.
- 2.5 The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earning of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.
- 2.6 The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, and/or orders of judgments arising from the administration and effect of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were, or should have been made.

### **ARTICLE 3 – EMPLOYER RIGHTS**

#### **3.1 Employer Rights:**

Any and all rights concerned with the management of the City are exclusively that of the Employer unless otherwise provided by the terms of this agreement or the Charter Civil Service Rules and Regulations as amended. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

- A. Adopt rules for the operation of the Department and conduct of the employees covered by this agreement;
- B. Establish, plan for, and direct the work force toward the organizational goals of the department;
- C. Determine the organization, and the merits, necessity and level of activity or service provided to the public;
- D. Determine new work methods;
- E. Control the City budget;
- F. Establish, regulate and administer a personnel system, in conformity with the City Charter and Charter Civil Service Rules and Regulations and with this agreement, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions;

- G. Discipline, suspend, demote or discharge employees for just cause in conformity with this CBA;
- H. Determine the methods, means, equipment, material, numbers and kinds of personnel and the job or position content necessary to accomplish departmental operations and maintain the efficiency thereof;
- I. Assign work to and schedule employee's in accordance with Civil Service classifications and position descriptions and in conformity with this agreement;
- J. Relieve any employee from duty due to a lack of work or insufficient funds as provided by in the Charter Civil Service Commission Rules and Regulations and in conformity with this agreement.
- K. To perform all of the functions not otherwise expressly limited by this agreement;
- L. Take all actions necessary to carry out the mission of the City in emergencies.
- M. Provided nothing in the Agreement shall be construed as a waiver of collective bargaining rights conferred on the parties by RCW 41.56

### **3.2 Scope of Management Rights**

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

**3.3** Where there is probable cause to believe that an employee is psychologically or medically unfit to perform his/her duties, the employer may require the employee to undergo a psychological or medical examination in accordance with current Charter Civil Service Rules.

**3.4** The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.

**3.5** The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of an employee. The Employer shall have the right to implement and prepare work schedules consistent with the terms and conditions of this Agreement.

## ARTICLE 4 – WAGES AND BENEFITS

Except as modified in this collective bargaining agreement, Employees covered by this agreement shall receive benefits as outlined in the City of Yakima Municipal Code, Chapter 2. The Employer acknowledges that changes to the wages and benefits are subject to bargaining as provided by law.

### 4.1 Wages and Benefits

Municipal Code Chapter 2.20.100 Classification Plan. The City may update the Cities Classification Plan as needed, which will be adopted by the City Council as part of the Municipal Code. This agreement adopts Municipal Code 2.20.100 as approved by the City Council and amended during the life of this agreement.

Wages for members of this bargaining unit shall continue to be adjusted based on the Pay and Compensation Adjustment formula (PACA) as defined in Municipal Code Sections 2.20.115, 2.20.116 & 2.20.117 as adopted and implemented as of 01/01/2019.

### 4.2 Longevity

All employees of this bargaining group shall receive compensation called longevity pay, in addition to their regular salary according to the following schedule, to be paid on the first applicable day following the thirty-first day of December and the thirtieth day of June of each year.

#### A. Schedule:

Years of Service	Percent of Base Pay
5	2.5
10	4.0
15	5.5
20	7.0
24	10.0

B. Upon termination of employment employees shall receive a longevity payment, according to the above schedule, for the number of months of eligibility served by such employee from the date on which the immediately previous longevity payment was made. Such payment shall not be made for fractions of a month, and if termination of employment occurs on or before the fifteenth day of any month, that month shall not be counted as one for which longevity pay is to be made. If termination of employment occurs after the fifteenth day of any month, that month shall be counted as one full month for which longevity pay is to be made.

- C. No longevity pay shall be paid to any employee who is discharged from employment for discipline reasons or any employee who leaves without giving as least two weeks' notice in writing of such termination.
- D. Leave of absence for service in the Armed Forces of the United States shall be regarded as continuous employment in determining eligibility for such compensation, but shall not entitle such person to receive said compensation for the leave period.

#### **4.3 Employee Disability Insurance**

There is established a voluntary, employee-paid disability insurance program utilizing the payroll deduction process for participating management employees. The city director of finance and budget is authorized to implement and operate this disability insurance program using the city's payroll deduction system.

#### **4.4 Deferred Compensation**

- A. Each employee of this group shall participate in a tax deferred compensation plan adopted or approved by the city and shall be paid, in addition to that employee's monthly salary as established by the compensation plan, deferred earned compensation each month in an amount equal to three (3) percent of said monthly base salary.
- B. This provision is subject to the City's deferred compensation rules and regulations and IRS regulations. The computation of retirement contributions and pension benefits shall be governed by applicable state law.

#### **4.5 Life Insurance**

The City shall provide a life insurance policy to bargaining unit member with a face value of One Hundred Thousand Dollars (\$100,000) subject to the terms & conditions of the policy. The life insurance premiums shall be paid in full by the City.

#### **4.6 Bilingual/Biliterate Compensation**

Bilingual/Biliterate compensation is subject to prior written approval the employees respective Department Head and subject to achieving a passing score on the bilingual and/or biliterate skills examination conducted under the Charter Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner or designee. Once certified and compensated for the bilingual and/or biliterate special pay the employee can only stop providing the service if the Department Head determines the skill is no longer needed.

- A. Employees who have Spanish/English bilingual capacity shall receive 3% of their base pay per month for their work in that capacity.

- B. Employees who have Spanish/English biliterate capacity shall receive 2% of their base pay per month for their work in that capacity.
- C. Employees who have capacity for American Sign Language (ASL) and have achieved a passing score on a skills examination administered by the Civil Service Chief Examiner or designee shall receive 3% of their base pay per month for their work in that capacity.

**4.7 Professional Fees, Licensing & Membership Dues**

Members of this group are eligible (to have paid or be reimbursement) not to exceed a maximum of two hundred dollars (\$200) per year for professional fees, licensing and membership dues relevant to employment with the City of Yakima subject to approval by management.

**ARTICLE 5 – HEALTH CARE**

**5.1 Availability:** Medical, Dental, and Vision insurance is provided by the City through the Health Care Trust.

- A. Covered bargaining unit employees, retirees and their dependents shall participate in the "City of Yakima Employees' Health and Welfare Plans." Eligibility rules, types and levels of benefits, payment of premiums through a cafeteria plan, co-payment, co- insurance and deductibility requirements and all other terms and conditions for the provision of these health benefits shall be governed by the "City of Yakima Employees' Welfare Benefit Program."
- B. Health coverage is effective the 1<sup>st</sup> of the month following the date of hire.

**5.2 Medical, Dental and Vision Premium Contributions:**

- A. **Medical & Vision**  
All insurance premium base rates shall be determined annually by the applicable broker of record and the formulas described below shall apply. The employee contribution will be in accordance with the "Management Tiered Rates" as outlines in the Payroll Insurance Rate Schedule.
- B. **Dental**  
The City shall pay the premium for the employee and dependent family dental insurance.
- C. **Premium Contributions:**  
The city shall contribute toward the payment of the monthly cost of coverage of the health care plan in the following manner, respectively:

All employees shall pay the first fifty (\$50.00) dollars of the total monthly cost of coverage under the health care plan for the employee through a monthly payroll deduction. If an employee only is covered in the health care plan and the employee

has no spouse or dependents in the health care plan, then the city shall pay the balance of the employee-only unit cost in excess of the first fifty (\$50.00) dollars that the employee pays. For employees with a spouse and/or dependents in the health care plan, any cost of coverage for the employee with a spouse and/or dependents in the plan in excess of the first fifty dollars (\$50.00) that the employee pays shall be paid by the employee through a monthly payroll deduction based on the following percentages on the remaining balance above the first fifty dollars (\$50.00): the employee shall pay at the rate of twenty-five percent (25%) of the balance of the remaining total monthly cost of coverage, and the city shall contribute the remaining seventy-five percent (75%) of the balance of the total monthly cost of coverage.

**5.3 Retiree Medical, Dental, and Vision Coverage:**

- A. Upon payment of the full premium as required in 5.A herein above, retirees may elect to remain in the group medical, dental, vision plan until they reach age 65.
- B. Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until the spouse reaches the age of age 65, or remarries, whichever occurs first.
- C. Other dependents of retirees may remain in the group medical plan as long as they remain eligible under the provisions of the plan or until coverage for the retiree and spouse, or, the spouse of a deceased retiree terminates, at which time such dependent insurance coverage ceases regardless of the age of the dependents. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.
- D. Retirees, or spouses of deceased retirees, shall pay the full premium (including dependents if enrolled) which shall be the same as the normal group rate assessed for coverage of active municipal employees and dependents as applicable. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

**ARTICLE 6 – HOLIDAYS**

**6.1** The following shall be recognized and observed as paid holidays:

New Year’s Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
Presidents’ Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans’ Day	November 11

Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Day	December 25

- A. Whenever any holiday specified above falls on a Saturday, the preceding Friday shall be scheduled as the holiday. Whenever any holiday specified above falls on a Sunday, the succeeding Monday shall be scheduled as a holiday. If a service must be provided for the convenience or necessity of the public on an observed holiday, the department providing such service may assign an appropriate number of employees to work and such employees will be granted an equivalent day off within thirty days of the holiday with such day off to be scheduled for each employee entitled thereto at a time determined by the department head but giving the employee the choice of the day preferred if possible.
- B. In the event that a holiday occurs during a period of annual leave of an employee, such holiday shall not be charged as a day of annual leave.
- C. No employee shall be paid for a holiday unless such employee is in a pay status both the workday before and the workday after such holiday except for employees working special schedules wherein holidays are worked as a part of that schedule.
- D. In the event that a holiday falls on an employee's regular day off, the employee shall have equal time off to be scheduled within ninety days.

**ARTICLE 7 – PERSONAL HOLIDAYS**

- 7.1 All eligible employees shall be entitled to a total of three (3) paid personal holidays to be selected by the employee subject to the following conditions:
  - A. The employee has been or is scheduled to be continuously employed for the city for more than six months;
  - B. The appointing authority has approved the day;
  - C. The personal day must be taken during the calendar year or entitlement to the day will lapse except when an employee has requested a personal holiday and the request has been denied.

**ARTICLE 8 – VACATION LEAVE**

- 8.1 Accruals:  
All full-time employees shall accrue vacation with pay as follows. Accruals shall be prorated for part-time employees.

Less than 2 years of service - 8 hours per month (96 hours annually)  
After 2 full years - 9.33 hours per month (112 hours annually)

After 6 full years - 12 hours per month (144 hours annually)  
After 10 full years - 14 hours per month (168 hours annually)  
After 15 full years - 16 hours per month (192 hours annually)  
After 20 full years – 17.08 hours per month (205 hours annually)  
After 25 full years – 17.92 hours per month (215 hours annually)

**8.2 Accumulation of Vacation:**

An employee within the bargaining unity may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two (2) years of service according to the accrual rates above. Accrual banks may exceed the maximum accrual limit during the calendar year but shall not exceed the maximum accrual limit as of December 31<sup>st</sup> of each calendar year.

**8.3 Permissible Use of Vacation Accruals:**

- A. Vacation leave accumulated at the end of six (6) months of service may be taken in the seventh month and each month thereafter as accumulated.
- B. Vacation leave must be taken at such time as employee can be spared and must be requested and approved in advance utilizing the City's time and attendance system. An employee may be allowed to take leave when desired if it is possible to schedule at that time.

**8.4 Vacation Accrual Payout upon Separation:**

- A. A permanent employee, when leaving the service of the City in good standing and who has given at least two (2) weeks' notice of their intent to leave shall be compensated for vacation leave earned and accumulated to the date of separation.
- B. No compensation for vacation leave shall be payable to any employee who terminates employment before completing six months of service.
- C. Any eligible employee who is discharged or resigns as a result of disciplinary action shall be entitled to be compensated for only the vacation leave which was earned in preceding calendar years and not used at time of separation. This provision shall also apply to employees who quit without giving a minimum of two (2) weeks written notice.
- D. Terminal leave shall be computed by multiplying the hourly rate in effect at the time of termination by the number of hours accumulated.

**8.5 Vacation Cash-Out**

Employees have the option to sell back to the City up to one-third (1/3) of their vacation leave accrued within the previous twelve (12) month period (based on a calendar year) in accordance with the City of Yakima Municipal Code provision in section 2.40.120.

## **ARTICLE 9 – SICK LEAVE**

### **9.1 Accruals:**

- A. All full-time employees shall accrue eight (8) hours of sick leave per month. Accruals shall be prorated for part-time employees.
- B. Upon initial employment, employees shall accrue sick leave at the rate of sixteen (16) hours of leave per month for each of the first six (6) full calendar months of the employee's service with the City, and no sick leave shall accrue for any such employee for the seventh through the twelfth full calendar months of service. Thereafter, commencing with the thirteenth full calendar month of service, each employee shall accrue sick leave at the rate of eight (8) hours for each full calendar month of service.
- C. Unused sick leave may be accumulated for an unlimited maximum period.

### **9.2 Permissible Use of Sick Leave**

Sick leave may be used in accordance with ADM 1-1250; the Family and Medical Leave Act of 1993; ADM 1-900 and ADM 4-400.

### **9.3 Requirements for Paid Sick Leave**

- A. Employee must request time off in the City's time and attendance program and report to the representative designated by his or her Department Head the reason for the absence as far in advance of the starting of their scheduled work day as possible but in no event shall this report be made later than the first day of absence.
- B. Employees must keep their department head informed if the absence is longer than three working days.

### **9.4 Enforcement of Sick Leave Provisions**

- A. Any failure to comply with the Paid Sick Leave provisions shall be grounds for denial of sick leave with pay for the period of absence.
- B. Misrepresentations of any material facts in connection with paid sick leave shall constitute grounds for discipline up to and including termination.

### **9.5 Sick Leave Exchange**

Employees may exchange accrued sick leave for pay or additional time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

- A. Employees who have accrued up to 719 hours of sick leave may exchange sick leave as follows:

1. Upon retirement or death, the employee's accrued sick leave up to and including 719 hours will be exchanged for pay at the rate of 50% of the employee's current base pay up to a maximum of \$38,500 and shall be deposited into the employee's VEBA account.
  2. Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to and including 719 hours or less will be exchanged for pay at the rate of 25% of the employee's current base pay. Honorable termination includes layoff for budget reasons, as well as resignation with at least fourteen (14) calendar days' notice. The maximum payment shall be \$18,750.
- B. Employees who have accrued 720 or more hours of sick leave may exchange sick leave for additional vacation days or for pay subject to the following provisions:
1. Upon retirement or death, the employee's accrued sick leave up through a maximum of 1000 hours will be exchanged for pay at the rate of 100% of the employee's current base pay to a maximum of \$38,500 which shall be deposited into the employee's VEBA account.
  2. Upon termination under honorable conditions, as distinct from death or retirement, the employee's accrued sick leave up to a maximum of 1000 hours will be exchanged for pay at the rate of 50% of the employee's current base pay. Honorable termination includes layoff for budget reasons, as well as resignation with at least fourteen (14) calendar days' notice. The maximum payment shall be \$18,750.
  3. Employees who have accrued 720 or more hours of sick leave may exchange such sick leave for bonus (additional) leave days, at the rate of 24 hours of sick leave for each additional 8 hours of leave, not to exceed a total of 40 added leave hours annually, utilization of which would be subject to the scheduling and approval by the Department Head.
- C. Any permanent employee may exchange accrued sick leave as provided in Article 9 - Sick Leave, at the option of the employee, subject to the following conditions and provisions:
1. A request for such an exchange shall be made to the Finance Director, or his/her designee. All requests shall be in writing and shall be signed by the employee making the request.
  2. The deadline for submitting requests is the 25<sup>th</sup> of each month with exchanged leave to be available the following month of the date the request is received by the office of the Finance Director, or his/her designee. Exceptions to the above will be made for termination, layoff or disability retirement.

3. No request will be granted for less than eight (8) hours pay or a minimum of three (3) days leave.
4. No exchange will be granted to an employee who has been terminated for cause, as defined by civil service.

#### **9.6 Bereavement Leave**

Employees shall be granted up to three (3) days per incident of Bereavement Leave in the event of a death in the immediate family of the employee. Employees shall discuss the duration of the leave with his/her supervisor or designee at the onset of the leave.

A. The term "immediate family" means:

1. Spouse, children, children of spouse, spouse of children;
2. Step or foster family relationship;
3. Mother, father, brother, sister of employee or spouse;
4. Grandparent or grandchild of employee or spouse;
5. Aunt or uncle of employee or spouse

B. No leave of absence in excess of three days for each family death shall be taken by an employee unless additional leave is recommended by the employee's supervisor and approved by the appointing authority. Approved leave in excess of three days for the death of a family member shall be debited against the employee's accrued sick leave, annual leave, compensatory time, paid time off and/or other accrued leave.

### **ARTICLE 10 – TEAMSTERS LEGAL SERVICES TRUST**

Effective March 1, 2011, the Employer shall make contributions up to \$25.95 per month, per bargaining unit member, to implement the Western Conference of Teamster Legal Services Trust to SF Administrators, Inc. During the terms of this agreement future increases that exceed \$25.95 per month will be paid 50% by the employer and 50% from employee wage deductions. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effect of this participation. The Employer's obligation under this Agreement is limited to the payment of normal contributions based on hours worked by unit employees.

### **ARTICLE 11 – GRIEVANCE PROCEDURE**

#### **11.1 Grievance Definition:**

A grievance is an alleged violation of this Collective Bargaining Agreement.

#### **11.2 Filing a Grievance:**

To be reviewable under this procedure, a grievance must be filed in writing within thirty (30) calendar days after the employee knew or should have known of the action or decision giving rise to the grievance. This thirty (30) calendar day period must be used by the employee to attempt to informally resolve the dispute.

**11.3 Computation of Time:**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when delivered in person; or upon receipt by electronic mail or by the postmarked date if sent by certified mail.

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the employer to comply with the timelines will entitle the Union to move the grievance to the next step of the process.

**11.4 Contents:**

A grievance must include the following:

- A. A statement of the pertinent facts surrounding the grievance;
- B. The date upon which the incident occurred;
- C. The specific Article and section of the Agreement allegedly violated and a specific description of how each cited alleged violation occurred;
- D. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- E. The requested remedy; and
- F. Signature of the affected employee and Union Representative.

The employer will not be required to process a grievance unless all the information listed above is provided. Grievances that do not meet the above conditions or are otherwise unclear may be returned by the Employer and the Union will have seven (7) calendar days to provide the clarifying information and re-submit the grievance.

**11.5 Modifications:**

Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.

**11.6 Resolution:**

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered “fully and finally” resolved and will not be moved to the next step.

**11.7 Withdrawal:**

A grievance may be withdrawn at any time.

**11.8 Processing the Grievance:**

**Step I** – If the issue is not resolved informally, the Union may present the grievance, in writing, to employee’s supervisor with a copy to Human Resources within the thirty (30) calendar day period described above. The responsible supervisor will respond in writing to the Union within thirty (30) calendar.

**Step II** – If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Department Head or designee, with a copy to Human Resources, within thirty (30) calendar days of the Union’s receipt of the Step 1 decision. The Department will

respond in writing to the Union within thirty (30) calendar days of receipt of step II grievance.

**Step III** – If the grievance is not resolved at Step 2, the Union may move it to the next step by filing it with the City Manager or designee, with a copy to Human Resources, within thirty (30) calendar days of the Union’s receipt of the Step 2 decision. The City Manager will respond in writing to the union within thirty (30) calendar days of the receipt of the appeal.

**Step IV** – If the dispute is not resolved under one of the above steps, then the matter may, within thirty (30) calendar days, be referred by either party to expedited mediation - arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration.

### **11.9 Arbitration**

- A. Upon demand for arbitration the parties may mutually agree to an Arbitrator or if agreement cannot be reached, both parties shall immediately petition the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as an impartial arbitrator.
- B. The arbiter shall not have power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union and employer.
- C. The arbitrator’s fees and expenses, the cost of any hearing room, shall be borne equally by the employer and the Union. All other costs and expenses shall be borne by the party incurring them.

## **ARTICLE 12 – WORK WEEK, AND HOURS OF WORK**

The parties recognize that the work performed by the members of this bargaining unit is supervisory in nature. Employees covered by this agreement are accountable for their work product, meeting the objectives of the organization, and are subject to the Employer’s policies, applicable to all overtime exempt employees.

The workweek may consist of:

- five (5) consecutive eight (8) hour days with two consecutive days off;

Employees shall work such days and hours as required to advance the mission of the City as determined by the employer. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time.

## **ARTICLE 13 – UNION LEAVE**

- 13.1** One (1) bargaining unit member shall be granted leave from duty without any loss of pay during the pre-impasse and post-impasse period as provided in RCW 41.56, for all meetings between the City and the Union for the purpose of negotiating the terms of a contract and/or attendance at mediation, when such meetings take place at a time during which any such members are scheduled to be on duty.
- 13.2** One (1) bargaining unit member may be granted release time during normal working hours to attend meetings for collective bargaining, labor-management, grievances, pre-disciplinary/disciplinary, investigatory interviews and other meeting related to contract administration.
- 13.2.1** The Union shall provide the City with a list of Union Stewards upon request. This list of Stewards shall not exceed one (1) member of the bargaining unit. The members listed as Stewards will be granted up to two (2) hours of release time to attend a quarterly meeting between the Stewards and a representative of the Union. The purpose of these meetings shall be to conduct Union business and shall be scheduled at least five (5) working days in advance, is dependent on adequate staffing and must have supervisor approval.
- 13.3** Employees, not to exceed one (1) in number at any one time, shall be granted leave from duty with pay for Teamster affiliated Union business, such as attending labor conventions and educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be given at least two (2) weeks prior thereto to Department Head, and provided further that the total leave for the entire bargaining unit for the purposes set forth in this section shall not exceed six (6) days in any fiscal year.

## **ARTICLE 14 – RETIREMENT CONTRIBUTION**

The Employer shall pay into the Western conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid up to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$1.50 per hour, which is diverted from wages by each bargaining unit member.

Each year the employees will have the option by majority vote to change pension contribution rate.

## **ARTICLE 15 – SAVINGS CLAUSE**

It is understood and agreed that if any court or board of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

**ARTICLE 16 - TERM OF AGREEMENT**

Except as provided herein, this Agreement shall be in full force and effect commencing January 1, 2021 upon ratification and execution of both the Union and the Employer and continue through December 31, 2023.

Executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Yakima Divisions Managers Unit  
Teamsters Local #760**

**City of Yakima**

By: \_\_\_\_\_  
Leonard Crouch, Secretary/Treasurer

By: \_\_\_\_\_  
Robert Harrison, City Manager

ATTEST: \_\_\_\_\_  
City Clerk