

ORIGINAL

Collective Bargaining Agreement
By and between
The City of Yakima
And
Yakima Division Managers Unit, Teamsters Local #760

January 1, 2014 – December 31, 2016

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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 2 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 all full-time Division Managers. Fleet Manager, Parks & Recreation Manager, Streets & Traffic Ops Manager, Solid Waste & Recycling Manager, and Transit Manager, present in the Public Works, and 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.

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 AND MAINTENANCE OF MEMBERSHIP

- 2.1** 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 in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after January 1, 2014 shall, on the thirtieth (30th) calendar day following the beginning of such employment become and remain a member in good standing in the Union.
- 2.1.1** Should bona fide religious convictions of an employee dictate he/she may not join a Union, he/she shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a non-religious charity mutually agreed upon by the employee and the Union. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure as allowed by law.
- 2.2** The Union agrees to represent all employees within the bargaining unit without regard to Union membership.
- 2.3** When an employee fails to fulfill the obligations as set forth in Section 2.1 or 2.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 2.1 or 2.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 2.1 or 2.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.
- 2.4** 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.
- 2.5** 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;

- D) 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 Appendix “A”, Employees covered by this agreement shall receive benefits as outlined in the City of Yakima Municipal Code, Chapter 2, and the Management Fringe Benefits document both as effective February 1, 2011. The Employer acknowledges that changes to the wages and benefits are subject to bargaining as provided by law.

ARTICLE 5 – 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 6 – GRIEVANCE PROCEDURE

Grievance Definition:

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

Filing a Grievance:

To be reviewable under this procedure, a grievance must be filed in writing within fourteen (14) calendar days after the employee knew or should have known of the action or decision giving rise to the grievance. This fourteen (14) calendar day period must be used by the employee to attempt to informally resolve the dispute.

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.

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.

Modifications:

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

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.

Withdrawal:

A grievance may be withdrawn at any time.

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 fourteen (14) day period described above. The responsible supervisor shall meet with the grievant and the Union Representative within fourteen (14) days of the receipt of the grievance, and respond in writing to the Union within fourteen (14) days of the meeting.

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 fourteen (14) days of the Union’s receipt of the Step 1 decision. The Department Head or designee will meet with the grievant and the Union Representative within fourteen (14) days of the receipt of the appeal, and will respond in writing to the Union within fourteen (14) days of the meeting.

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 fourteen (14) days of the Union’s receipt of the Step 2 decision. The City Manager will respond in writing to the union within thirty (30) 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 fourteen (14) 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. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

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.

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.

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 7 – UNION LEAVE

- 7.1** 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.
- 7.2** 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.
- 7.3** 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 8 – 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 9 –RETIREMENT CONTRIBUTION

Effective January 1, 2014, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each scheduled hour for which compensation was paid for a total of 173.33 hours per month and 2080 hours per calendar year. Contribution shall be remitted on 173.33 hours for all months throughout the year including those months with fewer than 173.33 hours. The hourly contribution rate shall be \$1.50 per scheduled hour which is diverted from wages by each bargaining unit member.

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

ARTICLE 10 - TERM OF AGREEMENT

Except as provided herein, this Agreement shall be in full force and effect upon ratification and execution of both the Union and the Employer and continue through December 31, 2016.

Executed by the parties hereto this 4 day of February, 2014

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

City of Yakima

By: Leonard J. Crouch
Leonard Crouch, Secretary/Treasurer
2/3/14

By: Tony O'Rourke
Tony O'Rourke, A/City Manager

CITY CONTRACT NO: 2014-018
RESOLUTION NO: R2014-017

ATTEST: [Signature]
City Clerk



Teamsters #760
Division Managers Unit

APPENDIX "A"

ANNUAL LEAVE ACCRUALS – Effective 02/01/2011

205 hours annually – After 20 years of service
215 hours annually – After 25 years of service

VEBA

02/01/11 - \$38,500.00 maximum cash out

LIFE INSURANCE – Effective 02/01/11

\$100,000.00

VACATION LEAVE PAY-OUT- EFFECTIVE 1/1/2014

Pay out of vacation leave in accordance with 2.40.020 B. (3) of the Yakima Municipal Code (YMC) (must use at least 75% of his/her vacation leave accrued during that year in order to qualify)

Employer implemented vacation sell-back program where an employee can sell back to the City up to one-third (1/3) of their accrued vacation leave within twelve (12) month period (based on a calendar year).

Example: A ten year employee accrues 13.67 hours per month at 165 hours per year. 165 hours of vacation leave at 1/3 (.333) would equal 55 hours of vacation time payable to the employee at their current hourly rate.

SICK LEAVE EXCHANGE

In accordance with YMC 2.40.030 E. 2. c. (except at a rate of three (3) days to one (1) instead of four (4) days to one (1)). Sick Leave Exchange Procedure in accordance with 2.40.030 E. 5.

TEAMSTERS LEGAL SERVICES TRUST

Effective March 1, 2011, the Employer shall make contributions of \$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 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.

MUNICIPAL CODE CHAPTER 2.20.100 CLASSIFICATION PLAN

The most current update to this chapter shall be routinely referenced and applied to this contract.