

Reece Williams replied Wed, 22 May, 2019 @ 11:03AM
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Hello Tabatha,

In response to the follow up questions received on May 17th:

1. IAFF local 1983 has maintained a mailbox at 1901 N. Laventure for approximately 20 years since the building was erected in 1998. The local is not aware of a written agreement, and the administration of the fire department and city has undergone substantial turnover in this timeframe, so we are unable to identify the specific individuals that approved this practice. The local would consider the mailbox a prevailing right of the contract under section 8.1 of the collective bargaining agreement.
2. IAFF Local 1983 has a collective bargaining agreement with the city of Mt. Vernon that allows the union to conduct union meetings, etc., in article 6 of the agreement. It does not specifically address a mailbox, or other prevailing rights.
3. IAFF Local 1983 is not aware of any city or fire department meeting in which a mailbox or other union activity was a topic.

I have attached article 6 and article 8 of the current collective bargaining agreement for reference.

Respectfully,

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FF CBA MVFD 16-19

[Open in](#)**ARTICLE 8 - PREVAILING RIGHTS****Section 8.1**

All existing rights, privileges and working conditions held by employees that are not specifically addressed in this Agreement shall continue in full force and effect unless changed by mutual consent between the City and the Union.

ARTICLE 6 - UNION ACTIVITIES

Section 6.1

The City agrees that during working hours, on the City's premises (or within City boundaries), and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to attend negotiating sessions with the City and to transmit communications as authorized by the Union to the City and other Union members. The City also agrees that during working hours and without loss of pay, Union members will be allowed reasonable time to attend Union meetings. Station response zone coverage by on-duty personnel shall be maintained during such activities.

Section 6.2

The City agrees to allow time off with pay for employees who are elected Union representatives and who are conducting business vital to the Union members, provided prior notification to the Fire Chief, or his/her designee, has been given and proper relief is available at no additional cost to the City (such as overtime). This will apply when a Union representative has the opportunity to attend any IAFF or WSCFF event. At no time will more than two employees be permitted time off with pay under the terms of this section to attend any of the above mentioned events. No more than (6) twenty-four hour shifts may be used as time off with pay; any Union member may be allowed to utilize the time off if an elected Union representative is unable to attend the function.

Subsection 6.2.1

Prior notification shall consist of:

Notification to the Fire Chief, or his/her designee, as to who will be attending and the dates they will be attending the event prior to Kelly day picks and as soon as possible prior to the event when a change or addition is made.

Section 6.3

For the purpose of Sections 6.1 and 6.2, the Union agrees to forward to the City a list of the elected Union representatives and their terms.