

ORIGINAL

RESOLUTION 2011 - 26

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
COLLECTIVE BARGAINING AGREEMENT WITH
TEAMSTERS LOCAL UNION NO. 760 – POLICE SUPPORT
(January 1, 2010 through December 31, 2014)**

WHEREAS, authorized staff representing the City of Sunnyside have engaged in collective bargaining with Teamsters Local Union No. 760 – Police Support Unit, for a new collective bargaining commencing January 1, 2010 through December 31, 2014, concerning wages, hours of work and working conditions, all pursuant to Chapter 41.56 RCW; and

WHEREAS, the parties have negotiated and tentatively approved a new collective bargaining agreement for such term, subject to approval of the City Council of the City of Sunnyside; and

WHEREAS, the City Council finds and determines that approval of such collective bargaining agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

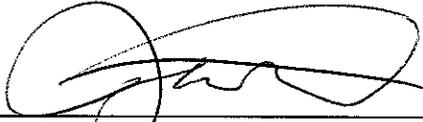
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the collective bargaining agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and Teamsters Local Union No. 760 – Police Support Unit, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. Upon execution and approval, such agreement will be effective as and from January 1, 2010 in accordance with the terms thereof.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 25th day of April, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

EXHIBIT 'A'

POLICE DEPARTMENT SUPPORT STAFF AGREEMENT

By and Between

THE CITY OF SUNNYSIDE, WASHINGTON

And

TEAMSTERS LOCAL # 760

JANUARY 1, 2010 -- DECEMBER 31, 2014

EXHIBIT 'A'

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 – RECOGNITION AND BARGAINING UNIT	1
ARTICLE 3 – UNION SECURITY AND DUES CHECK OFF	1
ARTICLE 4 – MANAGEMENT RIGHTS	2
ARTICLE 5 – UNION RIGHTS AND EMPLOYEE RIGHTS	3
ARTICLE 6 – DEFINITIONS OF EMPLOYEES	4
ARTICLE - 7 SENIORITY, LAYOFF, AND ADVANCEMENT	5
ARTICLE 8 – CONFLICT OF CONTRACT AND ADMINISTRATIVE POLICIES	6
ARTICLE 9 – SICK LEAVE	7
ARTICLE 10 – TERMINATION OF EMPLOYMENT	10
ARTICLE 11 – JURY DUTY	11
ARTICLE 12 - VACATIONS	11
ARTICLE 13 – CLOTHING ALLOWANCE AND CLEANING	12
ARTICLE 14 – HOURS OF WORK AND OVERTIME	12
ARTICLE 15 – COMPENSATION SCHEDULE	15
ARTICLE 16 – HEALTH CARE BENEFIT PLANS	17
ARTICLE 17 – REMITTANCE FOR EMPLOYEE BENEFIT PLANS	20
ARTICLE 18 – FRINGE BENEFIT BOOKLETS AND SELF-PREMIUM PAYMENTS	20
ARTICLE 19 – TRUST FUND DELINQUENCIES	20
ARTICLE 20 – ACCEPTANCE OF TRUSTS	20
ARTICLE 21 – EMPLOYEE DISCIPLINE / TERMINATION	21
ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE	22
ARTICLE 23 – ANTI-DISCRIMINATION	23
ARTICLE 24 – GENERAL PROVISIONS – MISCELLANEOUS PROVISIONS	24
ARTICLE 25 – RANDOM DRUG TESTING	25
ARTICLE 26 – SUPPLEMENTAL PENSION PLAN	26
ARTICLE 26 – SAVINGS CLAUSE	26
ARTICLE 27 – TERM OF AGREEMENT	26
APPENDIX “A” -- CLASSIFICATIONS – WAGE RATES – OTHER PROVISIONS	28

POLICE DEPARTMENT SUPPORT STAFF AGREEMENT

**By and Between
THE CITY OF SUNNYSIDE, WASHINGTON
And
TEAMSTERS LOCAL NO. 760**

January 2010 – December 31, 2014

ARTICLE 1 - PREAMBLE

1.1 This Agreement is made and entered into by and between the CITY OF SUNNYSIDE, WASHINGTON, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL NO. 760, hereinafter referred to as the "Union," for the purpose of addressing wages, schedule of hours, and some working conditions affecting bargaining unit employees.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees of the City of Sunnyside Police Department, excluding uniformed police officers (as defined in RCW 41.56.030), Supervisors, Confidential Employees, all other employees of the City, and Reserve Police staff personnel.

ARTICLE 3 – UNION SECURITY AND DUES CHECK OFF

3.1 Union Security and Dues Check-Off It shall be a condition of employment that all employees of the Employer covered by this Agreement shall, on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this agreement, whichever is later, join the Union; or agree to pay to the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the 30th calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

3.1.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Union initiation fees and regular Union dues to a non-religious charity or to other charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf.

EXHIBIT 'A'

3.1.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.

3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and 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 3.1 or 3.1.1 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 3.1 or 3.1.1. 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.

3.3 Notice When the Employer hires a new employee, the Employer shall within fourteen (14) calendar days of the date of employment, notify the Union by using the Teamsters Local No. 760 employment data form provided by the Union.

3.4 Check-Off Authorization When provided a "Voluntary Check-Off" authorization, in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's regular initiation fee and/or dues, as prescribed in the "Voluntary Check-Off" form. The full amount of moneys so deducted by the Employer shall be promptly forwarded to the Union by check, along with a list showing names and amounts deducted from each employee.

3.5 Hold Harmless The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken, or not taken by the Employer in reliance upon documents, cards, or other information furnished to the Employer by the Union in complying with any of the provisions of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Union recognizes the exclusive rights and prerogatives of the Employer to make and implement decisions without negotiations about the decisions and effects as they relate to the operation and management of the Police Department. These exclusive rights and prerogatives are as follows:

4.1.1 To establish the qualifications for employment and to employ employees;

4.1.2 To establish the makeup of the Police Department's work force and make changes from time to time, including the number and kinds of classifications, and direct the work force towards the organizational goals established by the Employer.

4.1.3 To operate, utilize, and assign any Reserve Staff Personnel and Reserve Police operations, qualifications, staffing levels, assignments and working conditions;

EXHIBIT 'A'

4.1.4 To determine the Employer's mission, policies and all standards of service offered to the public;

4.1.5 To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Police Department and Employer;

4.1.6 To determine the means, methods and number of personnel needed to carry out the departmental operations and service;

4.1.7 To approve and schedule all vacations and other employee leaves;

4.1.8 To hire and assign or transfer employees within the Department for Department-related functions;

4.1.9 To introduce and use new or improved methods, equipment or facilities;

4.1.10 To assign work to, and schedule employees;

4.1.11 To take whatever action necessary to carry out the mission of the Employer in emergencies;

4.1.12 To determine the departmental budget.

4.1.13 To lay off employees as deemed necessary by the Employer. If and when the Employer decides to lay off, the process shall conform to Section 7.7.

ARTICLE 5 – UNION RIGHTS AND EMPLOYEE RIGHTS

5.1 Union Rights The Union does not waive any right the Union has under applicable State Laws, including, but not limited to, the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be a mandatory topic of bargaining which is not otherwise covered by this Agreement; or effects bargaining regarding topics which are held by State Laws to be permissive topics of bargaining which are not otherwise covered by this Agreement with the understanding that Management Rights described in Article 4 above are "covered by this Agreement".

5.2 Employee Rights. All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of employees involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

5.2.1 Such investigations shall be conducted under the following general guidelines:

EXHIBIT 'A'

(a) Investigation of Allegations. If the citizen makes allegations which, if true, would make the employee guilty of a felony, misdemeanor or subject the employee to departmental discipline, then the employee shall be advised of the allegation as soon as reasonably practicable to do so after receipt of the complaint. Such report shall include the name of the complainant, and the nature of the allegation. The employee shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.

(b) Questioning. If the Chief of Police determines that the employee should be questioned about the allegation; such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the employee is on duty, if possible.

(c) Rights of Employee. Questioning of the employee shall be with full regard to his Constitutional rights if the allegations could result in the employee being charged with a crime. The employee shall have the right to retain any attorney of his own choosing, at no expense to the Employer, and such attorney (and/or representative of the Union) shall have the right to be present during any questioning, but he shall not participate except to advise the employee of his constitutional rights.

(d) Length of Questioning. Questioning of an employee accused of misconduct shall not be overly long, and he/she shall be entitled to reasonable intermission for personal necessities, meal, telephone calls and rest periods.

(e) Polygraph Tests. It is understood that under State Law, no employee may be required to take any lie detector test as a condition of continued employment, though he/she may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Union and the Chief of Police at the Employer's expense. If an employee refuses to take a lie detector test, this refusal shall not be held against him by the appointing authority or the Chief of Police in determining proper disposition of the complaint. If said polygraph is requested by the employee and is failed, it is admissible for discipline and other purposes.

ARTICLE 6 – DEFINITIONS OF EMPLOYEES

6.1 Temporary Employees. This Agreement is not applicable to temporary employees of the Department. Temporary appointments shall not last for more than three (3) consecutive four (4) month periods unless the temporary employee has been hired to fill in for an authorized absence due to non-occupational illness/injury or occupational illness/injury. The maximum appointment of a temporary employee shall be eighteen (18) months. Temporary employees may be discharged at any time. However, the Employer shall perform background checks (to include at least checks of driving record, criminal history, and interview references) to reasonably insure

EXHIBIT 'A'

the safety and security of the bargaining unit members and the Department.

6.2 Regular Full-Time Employees. A regular full-time employee is one who has been appointed by the appointing authority of the Employer, has successfully completed his probationary period, is employed on a regular basis and is paid per the attached salary schedule for the type of work performed. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.

6.3 Probationary Employees. A probationary employee is one who has been appointed by the appointing authority of the Employer, but has not completed the probationary period. A probationary employee is subject to termination without just cause and without any recourse whatsoever.

6. Police Reserves. The Employer has the right to assign and utilize Reserve Police staff per Section 4.1.3 above. These Reserve Police Staff are not covered by, nor subject to, this Agreement.

ARTICLE 7 -- SENIORITY, LAYOFF, AND ADVANCEMENT

7.1 Seniority Established. An employee shall establish seniority when he becomes a regular employee of the Employer. An employee who acquires seniority status shall be considered to have acquired such status upon the first date of employment or the end of the last break in service, whichever is the latter.

7.2 Date of Seniority. During the period of time before an employee is assigned status of a regular employee, he shall be considered a temporary employee and seniority will not apply. After the employee is assigned regular status in accordance with Section 6.2, the employee's name shall then appear on the appropriate seniority list as of the first (1st) date of employment. The first (1st) date of employment shall be used for the purposes of figuring vacation, advancement, and sick leave, for which the employee is entitled.

7.3 Break in Seniority. The seniority of an employee shall be considered broken, and all rights forfeited under this Agreement when the employee:

7.3.1 Voluntarily leaves the service to the Employer.

7.3.2 Is discharged for just cause.

7.3.3 Is laid off due to lack of work, for budgetary reasons, or reorganization, for more than twelve (12) consecutive calendar months.

7.3.4 Is absent from work because of non-occupational illness or injury not to exceed twelve (12) consecutive calendar months unless extended by the Employer. This section shall not be construed in any way to constitute any right to return to work or to impose any obligation upon the Employer to rehire any individual absent for such reason.

EXHIBIT 'A'

7.3.5 Is absent from work because of occupational illness or injury not to exceed twelve (12) consecutive calendar months unless extended by the Employer. This section shall not be construed in any way to constitute any right to return to work or to impose any obligation upon the Employer to rehire any individual absent for such reason.

7.3.6 Leaves the bargaining unit to accept a position with the City outside the bargaining unit. Exception: During the probationary period of a promotional appointment, including any extension of said promotional appointment probationary period, the appointee has the right of transferring back, without loss of seniority, to the position held at the time of his promotional appointment.

7.3.7 Fails to return to work upon recall from a layoff (Section 7.3.3) within seven (7) calendar days after receipt of written notice from the Employer at his/her last known address appearing on the Employer's records.

7.3.8 Is absent from work with no notice to the Employer for a period of three (3) consecutive work days or more.

7.4 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein.

7.5 Regular Appointment. In cases where two (2) or more employees become regular on the same date, the position on the eligibility list shall establish priority for that particular position on the seniority list.

7.6 Probationary Period The probationary period for new hires or promotion is twelve (12) months.

7.7 Layoff Recall. The Employer has the right to determine whether or not to proceed with layoffs. If the Employer determines that layoff should occur in any classification, the last employee hired in that classification shall be the first (1st) laid off. If the Employer decides to return an employee to work, the last employee laid off shall be the first (1st) rehired, provided the employee is qualified to perform the duties of the position. . Employees who are laid off shall be placed on a recall list for no more than twelve (12) consecutive calendar months.

7.8 In the event of a layoff, the Employer agrees to provide the employees a minimum of ten (10) working days' written notice and each employee shall give the Employer at least ten (10) working days notice prior to leaving Employer's employment. This shall not apply to discharges carried out under Article 19.

7.8.1 Should either party fail to give ten (10) working days notice, that party may be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of ten (10) working days.

ARTICLE 8 – CONFLICT OF CONTRACT AND ADMINISTRATIVE POLICIES

EXHIBIT 'A'

8.1 Lateral Transfer The Employer may utilize the recruitment concept of lateral transfer of qualified, experienced employees from other agencies for bargaining unit classifications. Any employee hired by such lateral transfer procedure will not be eligible for promotion in the Sunnyside Police Department until he or she has completed three (3) years employment with the Employer.

8.2 The parties agree that this Agreement shall be consistent with the Administrative Policies and that where it is found that the provisions of such Agreement are in conflict with the Administrative Policies, the language of the Agreement shall govern.

8.3 The Union and Management agree to form a working group committee to examine questions, issues and concerns related to the following items. The committee shall meet at least once per month for discussion and development of a recommendation to the Union and Management for consideration by no later than August 31, 2011. Topics for review include the following:

- A. Clarification and discussion of shift scheduling, hours paid, worked and overtime for Correction/Communication Officers, Pre-Academy
Correction/Communication Officers, Data Entry Clerk and Receptionist I & II.
- B. Clarification and discussion of Hospital Security shift scheduling, hours paid, hours worked and overtime.

ARTICLE 9 – SICK LEAVE

9.1 Sick Leave - Definition - Accrual

9.1.1 It is understood that sick leave is solely for the purpose of illness or injury when the employee is unable or unfit to report to duty as defined herein. A doctor's certificate may be required by the Chief of Police at his discretion.

9.1.2 Regular employees shall accumulate sick leave on the basis one (1) full shift per month from the first (1st) day of employment and unused sick leave may accrue to a maximum of nine hundred sixty (960) hours. Sick leave accrual for ten (10) hour shift employees (Section 14.1.1(b) and 14.1.2(b) shifts) will be ten (10) hours per month, and sick leave for twelve (12) hour shift employees (Section 14.1.1(c) and 14.1.2(c) shifts) will be twelve (12) hours per month. Employees who work on less than a full-time basis (less than forty (40) hours per week) shall accrue sick leave on a pro rata basis, based on full-time sick leave accrual rates as shown above. In addition employees shall receive a cash out of twenty-five percent (25%) of their accrued sick leave bank upon death, leaving employment after ten (10) years of employment, or retiring from the City of Sunnyside.

9.1.3 No sick leave shall accrue during a leave of absence without pay.

9.1.4 No temporary employee shall be eligible for sick leave.

9.2 Usage

9.2.1 All regular full-time employees shall be entitled to sick leave with pay at the employee's regular rates when they are incapacitated for the performance of their duties by reason of sickness or injury resulting from causes beyond the employee's control or when exposure to contagious diseases, the presence of the employee at his post or duty will jeopardize the health of others. A doctor's certificate may be required for verification of illness. Notification of absence on account of illness shall be provided to the Chief or his designee prior to in cases of anticipatable use of sick leave or at a minimum on the first (1st) day of absence. Failure to notify the Chief or his designee prior to in cases of anticipatable use of sick leave or on the first (1st) day of absence or within a reasonable period of time thereafter may constitute cause for disciplinary action and loss of leave at the discretion of the Chief of Police.

9.2.2 Whenever an employee is on paid vacation and becomes disabled or ill during that period, he/she may charge this absence to their sick leave account by sending notice of sickness or disability and a doctor's certificate, verifying the same to the Chief of Police or his designee.

9.2.3 Family Leaves

A. Washington Family Care Act of 2002. An employee shall be entitled to use any or all of the employee's choice of sick leave or other paid time off, subject to all provisions of this Agreement relating to such leave, to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition as provided in RCW 49.12.270.

B. Family Medical Leave Act. The provisions contained in Article 9 and in any other articles that provide for absence from work due to illness or injury shall be implemented consistent with the Family Medical Leave Act, subject to the following provisions. The maximum period of twelve (12) weeks of leave, whether paid or unpaid, provided for under FMLA is not to be construed to be in addition to vacation time, sick leave time, or any other time worked with pay as a result of FMLA qualifying occurrences or circumstances. Employees are required to exhaust all sick leave and compensatory time and vacation leave (down to a maximum balance of 40 hours) prior to becoming eligible to be placed, subject to the Employer's prior approval, on unpaid leave. The maximum of twelve (12) weeks, whether paid or unpaid, per calendar year includes sick leave, vacation leave, and any other compensated time off. The twelve (12) weeks is based on a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

C. Funeral Leave. When a regular full-time or regular part-time employee is absent from work for the purpose of arranging for, or attending, the funeral of a member of his immediate family, such employee may be granted not more than five (5) consecutive working days off, with approval of his Department Supervisor. Immediate family shall include the spouse, parent, child, step-child, brother, sister, in-law's, grandparents, and grandchildren. Such

EXHIBIT 'A'

absence shall be charged against the employee's sick leave bank, if any is available.

9.2.4 Should an eligible employee use less than one (1) full day of sick leave, such sick leave shall be deducted for the actual time away from the job on an hour-for-hour basis.

9.2.5 Sick leave pay shall be integrated with Article 16, Health Care Benefit Plans, accident and sickness weekly income benefit so that the sum of the daily sick leave allowance hereunder and aforesaid Health Care Benefit Plan shall not exceed one hundred percent (100%) of the regular daily rate at straight time for any one (1) day. Any portion of the sick leave pay shall be retained in the employee's sick leave pay account as part of the employee's accumulated sick leave pay credits.

9.3 Workmen's Compensation. Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave and shall charge the first (1st) three (3) working days of absence to sick leave. During the following ninety (90) working days, he shall be compensated by the Employer in an amount equal to the difference between his regular salary and those sums he is paid by State Industrial. After ninety-three (93) working days, the Employer shall pay the difference between any sums received from State Industrial and the employee's regular salary, charging the employee's sick leave and vacation accruals in that order, one-half (1/2) day for each working day absent. The Employer's responsibility for continued payments shall cease when the employee's sick leave and vacation credits are exhausted. These procedures will apply so long as they are consistent with the intent and effect of RCW 41.04.510.

9.4 Maternity Leave. No female employee will be required to leave work at the expiration of any arbitrary time period during pregnancy, but will be allowed to work as long as she is able to safely perform the duties of her job, and as long as her physician, in writing, advises. Periodic reports from her physician concerning the advisability of continuing work may be required. Absence for maternity will be first charged against any sick leave accrued, then charged against any vacation time as may have been accrued. Leaves of absence for maternity may be granted by the Chief of Police in accordance with the provisions of Employer ordinances with regard to leaves of absence without pay. It is understood that both parties will work together to comply with the applicable provisions of state law to the extent that it addresses the issue of maternity leave and mandates certain policies upon units of local government in the State of Washington.

9.5 Incentive Plan. Any unused sick leave allowance in any year shall accumulate year to year, not to exceed nine hundred sixty (960) hours, into a bank for the future use of any employee, provided that an employee who accrues more than nine hundred sixty (960) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of nine hundred sixty (960) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of nine hundred sixty (960) hours at his or her current salary rate. The compensation for excess accrued sick leave shall be paid to the eligible employee with the January 15th payroll of the following year.

9.6 Leave of Absence. The Employer may grant a leave of absence without pay for a period of up to six (6) months. This period may be extended by mutual agreement between the Union

EXHIBIT 'A'

and Employer. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not suffer a break in seniority during such leave of absence or extension thereof. No employee shall accrue sick leave or vacation during a leave of absence. Any employee on leave of absence shall pay all applicable health care benefit premiums for himself/herself and dependents as defined in Sections 16.1 and 18.2.

9.7 Military Leave. A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his mandatory active duty training. His military leave must be in conjunction with his mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his base pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his military orders, if available.

ARTICLE 10 – TERMINATION OF EMPLOYMENT

10.1 Upon termination of employment for any reason, all regular full-time and regular part-time employees shall receive severance pay for:

10.1.1 Accrued and unused vacation leave.

10.1.2 Overtime for which pay was authorized

10.1.3 Any Compensatory Time on the books at the time of termination shall be taken as paid leave as the employee's regular work days would normally occur prior to the termination date.

10.2 Upon separation of employment, the employee's lump sum pay out shall be limited to two hundred forty (240) hours of vacation leave during the final two years of employment. Any time in excess of two hundred forty (240) hours shall be paid in lieu of time worked as the work days would normally occur.

10.3 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with State Statute (RCW, Title 11).

10.4 A lapse in service of an employee for a period of time longer than thirty (30) working days by reason of resignation or discharge shall serve to eliminate the accumulated length of service of such employee for sick leave and annual leave benefits and compensation. Such employee thereafter re-entering the service of the Employer shall be considered a new employee.

ARTICLE 11 – JURY DUTY

11.1 When a regular employee covered by this Agreement is called for Jury Duty, in any municipal, county, state, or federal court, he shall advise his supervisor upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of straight time wages while actually performing such service. The employee will sign over to the Employer his Jury Duty or subpoena pay excluding those moneys for travel and meal allowances.

11.2 Such employee subpoenaed for Jury Duty shall have a special jury duty starting time of 8:00 a.m. for those days for which the employee is required to physically report for duty. Any employee reporting for Jury Duty, if excused for the balance of that day, shall report as soon as possible to his supervisor for the purpose of working the balance of his special jury duty shift.

ARTICLE 12 - VACATIONS

12.1 All eligible employees shall accrue and be granted vacation with pay according to the following schedule (7.5 hours of the vacation accrual is in-lieu of holidays):

Years of Service	Completed Months	Annual Accumulated	Monthly (hours)
Beginning with one (1) year and through three (3) years	1-36	186 hours	15.50 hours
Beginning with year four (4) through year five (5)	37-60	210 hours	17.50 hours
Beginning with year six (6) through year nine (9)	61-108	234 hours	19.50 hours
Beginning with year ten (10) through year fifteen (15)	109-180	250 hours	20.83 hours
Beginning with year sixteen (16) through year nineteen (19)	181-239	266 hours	22.16 hours
Beginning with year twenty (20) through year twenty-four (24)	240-299	276 hours	23.00 hours
Beginning with year twenty-five (25+) and beyond	300 or more	286 hours	23.83 hours

An employee who fails to successfully complete their new hire probationary period shall not be eligible for any payout of accrued but unused vacation time.

12.2 Vacation hours will be accrued on a monthly basis.

12.3 Regular part-time eligible employee's vacation shall be on a pro-rata basis, based upon the employee's assigned hours. No temporary employee shall be entitled to vacation with pay.

EXHIBIT 'A'

12.4 A new employee will accrue vacation but shall not be entitled to utilize said vacation during the first six (6) months of employment except as determined by the Employer.

12.5 The maximum amount of vacation time which can be accrued shall be three hundred sixty (360) hours as of December 31st of any given year. The Chief of Police may allow an employee to carry over vacation in excess of the 360 hours if he determines the cause of the excess accumulation was beyond the control of the employee.

12.6 All employees shall take one (1) period of at least forty (40) hours of vacation per year.

ARTICLE 13 – CLOTHING ALLOWANCE AND CLEANING

13.1 Uniform Cleaning. The Employer will pay reasonable dry cleaning of regular uniforms worn on duty at the cleaners of the Employer's choice.

13.2 Uniforms. Uniforms, as approved by the Chief, will be provided by the City for uniformed personnel and will be worn on-duty as directed by the Chief. Effective January 1, 2011, the City will compensate each Corrections/Communications Officer at a rate of \$150.00 per year for the purchase of quality footwear to be worn on-duty. In the alternative, the Employer will purchase such on-duty footwear and other non-mandatory safety-related equipment to be worn on duty.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.1 Basic Work Period. The Employer has the right to establish and implement, from time to time, any of the following hours of work and work shifts the Chief or his designee deems appropriate by providing thirty (30) days' written notice to the affected employee(s), except in the event of an emergency, in which case as much notice as is practicable will be provided. The Employer may select and assign any schedules and work shifts or any combination (meaning employees within a classification may be scheduled to work different work shifts) in accordance with the following basic work period options for the Chief or his designee to administer:

14.1.1 For Correction/Communication Officers the following schedules detail how the work period would be established:

- (A) five (5) consecutive eight (8) hour days, inclusive of one-half (1/2) hour lunch period per day, within a seven-day work period; or
- (B) four (4) consecutive ten (10) hour days, inclusive of one-half (1/2) hour lunch period per day, within a seven-day work period; or
- (C) four (4) consecutive eleven (11) hour days, including a one-hour unpaid lunch period per day, within a seven-day work period; or

EXHIBIT 'A'

- (D) four (4) consecutive twelve (12) hour days, inclusive of one-half (1/2) hour lunch period per day, within an eight-day work period; or
- (E) any combination of the above as determined by the Chief of Police or his designee.

14.12 For Data Entry Clerks and Receptionists the following schedules detail how the work period would be established:

- (A) five (5) consecutive nine (9) hour days, including a one-hour unpaid lunch period per day, within a seven-day work period; or
- (B) four (4) consecutive eleven (11) hour days, including a one-hour unpaid lunch period per day, within a seven-day work period; or
- (C) four (4) consecutive twelve (12) hours days, including a one-hour unpaid lunch period per day, within a seven-day work period; or
- (D) any combination of the above as determined by the Chief of Police or his designee.

14.1.3 Hospital Police Scheduling:

Basic Work Period. The Employer has the right to change the employee(s) basic work periods, schedules and shifts by providing thirty (30) calendar days' written notice to the affected employee (s) except in the event of any emergency in which case as much notice as is practicable will be provided. The basic work periods, schedules and shifts consist of the following options for the Chief or his designee to administer:

The basic work period for Hospital Police Officers, consistent with FLSA section 207(k), consist of the following options for the Chief or his designee to schedule:

- a. Four (4) consecutive, twelve (12) consecutive hour (shifts) days on, followed by four (4) consecutive days off; or
- b. Four (4) consecutive, ten (10) consecutive hour (shifts) days on, followed by three (3) consecutive days off; or
- c. Five (5) consecutive, eight (8) consecutive hour (shifts) days on, followed by two (2) consecutive days off.

The working hours of Hospital Police Officers working eight-day work periods ("a" above) shall be 48 hours per eight-day work period on an annualized basis of 2,190 hours.

The working hours of Hospital Police Officers working seven-day work periods ("b" and "c" above) shall be 40 hours per seven-day work period on an annualized basis of 2,080 hours.

EXHIBIT 'A'

Shift starting and expiration times shall be determined, from time to time, by the Chief of Police or his designee. The Chief of Police or his designee is not required to have all of the bargaining unit employees on the same basic work period, schedules and shifts. The Chief or his designee will determine, from time to time, which employees will be assigned to the various work periods, schedules and shifts.

No overtime shall be paid for regularly scheduled Saturdays and Sundays worked that fall within the above-mentioned "basic work period" guidelines. The Employer will not revise the regular work schedule in order to avoid payment of non-scheduled overtime except as provided above with thirty (30) calendar days' written notice and/or less notice in the case of an emergency.

14.1.4 Shift starting and expiration time shall be determined by the Chief of Police or his designee.

14.2 Overtime. Hours of work which have been specifically authorized by a supervisor or command personnel, and which is actually worked, in excess of the scheduled work shift, unless the excess was created by a regular shift change exclusive of a supervisor-authorized double shift, shall be paid at one and one-half times the employee's straight time rate. Vacation time taken shall not be included as time worked for purposes of overtime.

14.2.1 Employees who work on one of the holidays listed below shall be paid one and one-half (1.50) times their regular rate of pay for the hours worked on the listed holidays below:

New Year's Day	Martin Luther King, Jr. Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Christmas Day

14.2.1.a For employees classified as Data Entry Clerk, Receptionist II and Receptionist I, the holiday schedule above reflects a four day/10 hours per day work schedule with each holiday accounting for ten (10) hours. If the Employer elects to implement a five-day/8 hours per day schedule, the holiday schedule will be adjusted to include the Day after Thanksgiving and one (1) eight (8) hour floating holiday and all other holidays listed will account for eight (8) hours.

14.2.1.b For employees classified as a Data Entry Clerk, Receptionist II or Receptionist I, when working a Monday – Thursday four-day/10 hour per day schedule and holiday falls on a Friday or Saturday, the Thursday prior shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

14.2.1.c For employees classified as a Data Entry Clerk, Receptionist II or Receptionist I, when working a Monday – Friday five-day/8 hour per day

EXHIBIT 'A'

schedule and holiday falls on a Saturday, the Friday prior shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

14.2.2 Department Training. For the purpose of department training, employees may be required to attend department training sessions. Hours spent in actual required department training shall be treated as hours worked for purposes of determining overtime compensation, if any, pursuant to Section 14.2 above.

14.2.3 Compensatory Time. It is the employee's option to accrue the equivalent hours of overtime as compensatory time at the rate of one and one-half (1-1/2) times. Compensatory time may be accrued to a maximum of eighty (80) hours throughout the year. It is the employee's responsibility to not request an accrual of any hours which might put his compensatory time balance over the eighty (80) hours maximum at any time during the year. The employees will arrange to take their compensatory time off so as to not put an excessive burden on their fellow employees and so as not to cause overtime expense to the Employer. The Employer reserves the right to grant or reject any employee's request for compensatory time off.

14.2.4 Court Time. In the event an employee is required to appear to testify in court in an Employer-related case, outside his or her regular shift hours, he or she will be paid a minimum of one and one-half (1-1/2) hours of actual court time, including travel time, at the rate of time and one-half (1-1/2) counted as hours worked.

14.3 Lunch and Breaks. Receptionists and Data Entry employees shall be entitled to a fifteen (15) minute paid rest break midway during the first half of their shift and a fifteen (15) minute paid rest break midway during the second half of their shift. During rest breaks, the employee shall be available for call to assure delivery of services to the community. Said breaks shall be controlled by the supervisor on duty and may be scheduled by him. Receptionists and Data Entry employees will be allowed a one (1) hour unpaid lunch period during each shift, during which time they may leave the work site. Employees working more than ten (10) hours will receive a third fifteen (15) minute rest period. All Correction/Communications Officers shall be entitled to a fifteen (15) minute rest break in the first half of their shift and a fifteen (15) minute rest break in the last half of their shift, as well as a thirty (30) minute paid lunch break approximately midway in their shift. During rest breaks and lunch break, Correction/Communications Officers shall remain available to deliver service to the jail. Said breaks shall be controlled by the supervisor on duty and may be scheduled by him. Employees on the twelve (12) hour schedule shall have three (3) rest breaks, one (1) during each four (4) hour portion of their shift.

14.4 Call-Out. An employee who is requested to return to work by a supervisor for work other than the employee's regularly scheduled shift, shall be paid a minimum of two (2) hours or paid the actual time worked if the time worked exceeds two (2) hours for each call-out at one and one-half (1-1/2) times the employee's regular straight-time rate.

ARTICLE 15 – COMPENSATION SCHEDULE

EXHIBIT 'A'

15.1 Wage Schedule. The wage schedule, effective January 1, 2010 through December 31, 2014, for employees covered by this Agreement, is and shall be set forth in Appendix "A" attached hereto and made a part hereof by reference. Said Appendix "A" also provides the steps of progression for new hire employees.

Effective January 1, 2010, there shall be a 2.75% general increase to the wage scale for 2009.

Effective January 1, 2011, there shall be a 2.75% general increase to the wage scale for 2010.

Effective January 1, 2012, there shall be a 3.00% general increase to the wage scale for 2011.

Effective January 1, 2013, there shall be a 3.00% general increase to the wage scale for 2012.

Effective January 1, 2014, there shall be a 3.00% general increase to the wage scale for 2013.

15.2 Searching Prisoners. Data Entry Clerks and Receptionists will periodically be required to search prisoners to accommodate same gender searches where no Police Officer, Jailer is available. The Employer agrees to provide training in this area to Data Entry Clerks and Receptionists at least twice (2x) a year. Additionally, the Employer agrees to pay Data Entry Clerk and Receptionist a differential of one additional hour of straight time for each shift during which they are required to search a prisoner.

15.3 Education Incentive. Members of the bargaining unit shall receive premium pay over and above base pay commensurate on the month following the completion of the following provisions:

1. 1.5% increase for every forty-five (45) college quarter credit hours earned toward a degree in Associate of Arts, Science, or Applied Science by an accredited college. The following will control this benefit.
2. There is a maximum of 3% increase
3. The credits must have been earned without financial aid from the City of Sunnyside.
4. The hours earned must be in a major area that will develop skills needed for law enforcement. However, credits that are earned in areas that are not directly involved with law enforcement, but must be earned to attain the Associate of Arts and Science or Applied Science degree, will also be counted for premium pay. This provision to be subject to the following limits:

EXHIBIT 'A'

Communication Skills	13 credit hours
Physical Education	3 credit hours
Humanities	20 credit hours
Natural Science	15 credit hours
Electives	22 credit hours

5. A cumulative grade average of 2.5 must be maintained.
6. Educational incentives are not to be considered until the employee has been employed by the City of Sunnyside for a period of at least one (1) full year.
7. All credits are subject to approval by the Chief of Police.
8. To receive full Incentive pay, the employee shall produce proper documentation for verification of the degree.

15.4 Employees appointed to one of the positions listed below shall be eligible to receive a premium pay as noted below as compensation for the assignment. Employees assigned to the position of Field Training Officer shall only be eligible for the premium pay while they have a trainee assigned to them for supervision.

- Bi-Lingual Proficiency (English – Spanish) 2.00%
- TAC Officer 1.50%
- Field Training Officer 1.50%

ARTICLE 16 – HEALTH CARE BENEFIT PLANS

16.1 The employer currently provides the following medical, dental, and vision coverage for all eligible:

Medical -	Washington Teamsters Plan “A”
Dental -	Washington Teamsters Plan “A”
Vision -	Washington Teamsters Pan “EXT”

It is understood that the employer shall make an annual determination of which insurer provides the best and most cost effective coverage for medical, dental, and vision coverage that will provide equivalent coverage as currently provided but is not required to obtain said coverage from the current provider. It is also understood that the current provider may at their option choose not to provide coverage at the conclusion of any contract year and that employer shall then seek to obtain substantially equivalent coverage from another provider.

The contributions due from the Employer and the Employee as follows:

Year	Plans	Employer Share	Employee Share	TOTAL Cost
2010	• MEDICAL --	\$776.21	\$156.79	\$933.00

EXHIBIT 'A'

	Washington Teamsters Welfare Trust Plan "A"			
	• DENTAL – Washington Teamsters Welfare Trust Plan "A"	\$124.90	\$0.00	\$124.90
	Washington Teamsters Welfare Trust Plan "B"			
	• VISION – Washington Teamsters Welfare Trust Plan "EXT"	\$11.55	\$0.00	\$11.55
	TOTAL	\$912.66	\$156.79	\$1,069.45
2011	• MEDICAL – Washington Teamsters Welfare Trust Plan "A"	\$828.19	\$198.11	\$1,026.30
	• DENTAL – Washington Teamsters Welfare Trust Plan "B"	\$132.20	\$0.00	\$132.20
	• VISION – Washington Teamsters Welfare Trust Plan "EXT"	\$14.25	\$0.00	\$14.25
	TOTAL	\$974.64	\$198.11	\$1,172.75
2012	• MEDICAL – Washington Teamsters Welfare Trust Plan "A"	\$	\$	\$
	• DENTAL – Washington Teamsters Welfare Trust Plan "B"	\$	\$	\$
	• VISION – Washington Teamsters Welfare Trust Plan "EXT"	\$	\$	\$
	TOTAL	\$	\$	\$

EXHIBIT 'A'

2013	<ul style="list-style-type: none"> • MEDICAL -- Washington Teamsters Welfare Trust Plan "A" • DENTAL -- Washington Teamsters Welfare Trust Plan "B" • VISION -- Washington Teamsters Welfare Trust Plan "EXT" 	\$	\$	\$
	TOTAL	\$	\$	\$
2014	<ul style="list-style-type: none"> • MEDICAL -- Washington Teamsters Welfare Trust Plan "A" • DENTAL -- Washington Teamsters Welfare Trust Plan "B" • VISION -- Washington Teamsters Welfare Trust Plan "EXT" 	\$	\$	\$
	TOTAL	\$	\$	\$

Effective January 1, 2011, the Employer and the Employee shall split (60% Employer / 40% Employee) any increased cost of premiums for medical, dental or vision insurance.

Effective January 1, 2012, the Employer and the Employee shall split (65% Employer / 35% Employee) any increased cost of premiums for medical, dental or vision insurance.

Effective January 1, 2013, the Employer and the Employee shall split (70% Employer / 30% Employee) any increased cost of premiums for medical, dental or vision insurance.

16.3 Effective January 1, 1996, the Employer agrees to provide a Section 125 Plan to employees to pay applicable medical premium from pre-tax dollars.

EXHIBIT 'A'

ARTICLE 17 – REMITTANCE FOR EMPLOYEE BENEFIT PLANS

17.1 The total amount due for each calendar month for each of the employee benefit plans set forth in Article 16 shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month. In the event that the premium statement is not received by the first (1st) of the month in which it is due, there will be allowed one (1) additional business day for each day following the first (1st) of the month in which it is received.

ARTICLE 18 – FRINGE BENEFIT BOOKLETS AND SELF-PREMIUM PAYMENTS

18.1 Each employee has been provided a copy of this labor agreement, and current copies of the various fringe benefit booklets named in Article 15. It is the responsibility of the employees to read these fringe benefit booklets, in order to familiarize themselves with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets he should contact the Local Union office for a replacement copy.

18.2 An employee who is absent from work due to layoff or leave without pay shall be responsible for payment of the Health Care Benefit insurance premium(s) during those months in which he/she is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employees' responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for themselves and family.

ARTICLE 19 – TRUST FUND DELINQUENCIES

19.1 In the event the Employer is delinquent in the payment of a correct contribution as required in Article 16, the Trust shall first notify the Employer in writing and provide the Employer an opportunity to correct any errors in contributions. If the Employer refuses to correct an erroneous contribution, then the employees or the Union has the right to proceed with any legal action necessary to collect a legally established delinquent amount. If there is litigation, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses of litigation.

ARTICLE 20 – ACCEPTANCE OF TRUSTS

20.1 It shall be the responsibility of the Union to provide the Employer with true and accurate copies of the applicable Teamster documents setting forth the plans and coverage. The Employer agrees that the Employer-Trustees named in the trusts, and their successors in trust, are and shall be representatives of the Employer and consent to be bound by the actions and determinations of the Trustees, subject to the limitations set forth in the provisions of the Collective Bargaining Agreement.

ARTICLE 21 – EMPLOYEE DISCIPLINE / TERMINATION

21.1 Discipline. It is hereby recognized and agreed that the Employer has the right to discipline a regular employee for just cause. Additionally, the Employer shall have the right to discipline and/or discharge/terminate a probationary employee in accordance with Section 6.3. No person who shall have been regularly appointed to any position under the provisions of this Agreement shall be removed, demoted, suspended, discharged, reprimanded, or otherwise disciplined unless the following procedures have been complied with:

A. Pre-disciplinary hearing shall be required. Notice of pre-disciplinary hearing shall be provided to the employee in writing, including the nature of the charge or charges. The employee shall be given an opportunity to respond to the charge or charges, orally, or in writing, as to why disciplinary action should not be taken. The explanation of the evidence of the charge or charges shall set forth the basis of the complaint or complaints against the employee. The explanation of evidence of the charge or charges shall set forth the basis of the complaint or complaints against the employee. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary hearing, nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the charge or charges, or which is introduced to present a more complete case of which is the product of continued investigation.

B. Notice shall be provided. Should the Employer determine that, after the pre-disciplinary hearing, disciplinary measures should be taken, notice of that determination, including notice of the nature of such disciplinary measures and the basis for such determination shall be provided to the employee, which notice shall be in writing.

21.2 Written Warning. The Employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed twelve (12) months. Any written warning in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the type or kind of conduct giving rise to the written warning. If there has been a recurrence, the written warning will remain in a file for an additional year from the date of the recurrence. An employee may request that the warning letter be reviewed by the Chief of Police after six (6) months for possible removal at that time.

21.3 Disciplinary Action. The Employer may take disciplinary action by written reprimand, suspension, demotion or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as admission of guilt or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation.

21.4 Copies. Copies of all letters of warning or disciplinary action shall be given to the employee at the time the action is taken or shortly thereafter, and notice of such action shall be

forwarded to the Union.

21.5 Suspension. At the discretion of the Chief, an employee suspended without pay may request to:

1. Forfeit vacation days.
2. Forfeit compensatory time off.
3. Work otherwise scheduled days off, or,
4. Any combination thereof, on a day for day basis, in lieu of suspension.

ARTICLE 22 – GRIEVANCE AND ARBITRATION PROCEDURE

22.1 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement, which could include an established past practice.

22.2 An employee having a concern which the employee feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his Union representative if the employee feels that it is necessary.

22.2.1 If it is determined a grievance does exist and it is not resolved in Section 21.2, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Chief of Police, the grievant(s), and the Union, within fourteen (14) calendar days of the conclusion of Section 21.2. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,

22.2.2 The Employer Manager will review all of the facts and findings pertaining to the grievance and shall have fourteen (14) calendar days from the date the grievance is submitted to him in which to satisfactorily adjust the grievance. If the grievance is not resolved, it may be submitted to arbitration no later than fourteen (14) calendar days after the denial of the Employer Manager.

22.3 The Union or Employer may initiate the grievance procedure and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance became known to the moving party.

22.3.1 If the moving party elects to proceed with it, the grievance shall be reduced to writing if the other party so requests and an attempt will be made to adjust the grievance. If the grievance is not resolved it may be submitted to arbitration no later than fourteen (14) calendar days after the last attempt to adjust such grievance.

EXHIBIT 'A'

22.4 If the grievance is submitted to arbitration the parties shall attempt to select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may within seven (7) calendar days thereafter request the Public Employment Relations Commission to either appoint a staff member or alternatively to submit a list of eleven (11) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall flip a coin to determine who shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator.

22.5 The arbitrator will commence hearings within a reasonable period of time after his selection, and shall render his award in writing within thirty (30) calendar days. The award of the arbitrator, together with his written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

22.6 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.

22.7 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, but in no event shall failure to comply with the above time limits as set forth in Sections 21.4 and 21.5 deprive the arbitrator of authority to decide the grievance.

ARTICLE 23 – ANTI-DISCRIMINATION

23.1 Anti-Discrimination. It is mutually understood that the Employer will not in any manner discriminate in any manner against any member of the collective bargaining representative as a result of such member's activities on behalf of the collective bargaining representative and in furtherance of the purpose of the collective bargaining representative.

23.2 Union Business. Recognizing that effective communications between management and labor are essential to the Department, employees may be granted time off with pay for up to one (1) hour to attend Union meetings so long as it does not conflict with their duties. Employees may be granted time off with pay to attend negotiations; or to participate in grievance meetings. Inasmuch as possible, every effort will be made to limit time so spent.

23.3 Equal Opportunity. The Employer shall observe all federal and state laws and regulations as they relate to equal employment opportunities.

23.4 Bulletin Board. Teamsters Local #760 shall be entitled to the use of one (1) bulletin board. Said bulletin board shall be located in a conspicuous place within the employees' work

EXHIBIT 'A'

place, for the purpose of conducting Union business and posting meeting notices.

23.5 Discrimination. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, because of such individual's race, color, religion, sex, national origin, age, or handicap, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of their race, color, religion, sex, national origin, age or handicap.

23.6 Union Access. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no undue interruption of the Employer's working schedule.

ARTICLE 24 – GENERAL PROVISIONS – MISCELLANEOUS PROVISIONS

24.1 Work Rules. The Union and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through the efficient and productive operation of the Employer. The Employer may establish reasonable work standards which shall take into account all factors relating to the work assignment.

24.2 Safety. It is agreed between the Employer and the Union that both parties will cooperate fully in carrying out the requirements of the State Safety Standards prescribed by State Law. Because appropriate procedures are already established outside the Agreement, this Article shall not be subject to the grievance procedure.

24.3 Medical Exam. Any physical examination, TB skin tests, x-rays, required by the Employer shall be taken on Employer time and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer.

24.4 Gender. Where masculine or female gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

24.5 Liability Insurance. The Employer agrees to provide adequate insurance coverage to indemnify employees for actions carried out within the scope of employment. The coverage and opportunity for defense shall be subject to the provisions of the carrier and/or insurance agency or fund through which the Employer provides coverage.

24.6 Open Door Policy. To provide clear and open communications within the Department, the Chief of Police agrees to meet privately with a Union Representative or any employee to discuss items of general concern. These items of general concern need not be limited to contract terms. The purpose of these meetings is to eliminate any problem or potential problems between the Union and the Employer.

EXHIBIT 'A'

24.7 Bargaining Unit Work. Only employees or members of the bargaining unit shall perform the work of the bargaining unit, except in case of emergency or for the purpose of instruction as determined by the Chief of Police. Exception: Where the Employer can demonstrate a past practice, this Section shall not apply.

24.8 Separate Agreement. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement and Appendix "A".

24.9 New Job Classifications. In the event new job classifications are established within operations covered by this Agreement, the rates shall be subject to negotiation between the parties. The rates agreed upon shall be effective as of the date they are put into use.

24.10 When called to report to duty in an emergency situation, the employee will make every reasonable attempt to arrive at the appointed location within thirty (30) minutes of the call.

24.11 Employees on duty may be allowed up to one (1) hour to attend regular Union meetings held at the Law and Justice Center with the approval of the Police Chief, subject to the right of the Police Chief or the Chief's designee to suspend attendance at such meetings in the event of a bona fide emergency. The Union shall provide the police Chief or the Chief's designee with advance notice of not less than three (3) calendar days of all Union meetings. Those employees on duty understand they must respond when calls develop during this meeting time.

24.12 Out of Classification Work. Any member of the bargaining unit who shall be appointed by the Police Chief or his designee to a higher job classification by written or oral order, shall assume those duties when requested and shall be paid, in addition to his own pay rate, the difference between such member's hourly pay rate and the hourly rate of the higher job classification (same step), for the actual hours worked in such higher job classification, provided such appointment is for a period time of at least fifty percent (50%) of a regular shift.

ARTICLE 25 – RANDOM DRUG TESTING

25.1 The City and Local #760 support a drug free community and in an effort to set an example for the citizens and more particularly the youth of our city have agreed that all represented employees will be subject to a program of random drug testing administered by an independent third party. This program will be a condition of employment for all employees in this bargaining unit. Any employee covered by this bargaining agreement who tests positive shall be subject to disciplinary action including discharge from employment with the City..

25.2 Any employee in this bargaining unit who tests positive for any alcohol or illegal drugs, or prescriptions drugs which could negatively affect their job performance and for which they do not have a valid prescription or which they are not using as directed by their physician, or who refuses to take such test will be subject to disciplinary action including termination of employment with the City. Any employee in this bargaining unit who tests positive shall, on the first such occurrence, be immediately removed from the work place and placed on unpaid administrative leave and shall report to a City approved substance abuse counselor

EXHIBIT 'A'

for evaluation as directed by their Department Head and shall not return to work until said counselor has notified the Department Head that the employee does not pose a threat to the him/herself or other employees and has by written agreement enrolled in an appropriate rehabilitation program. Said employee shall be required to meet all the terms of the rehabilitation program and be subject to additional testing at least monthly until released from the program. For a period of two years such employees shall be subject to testing up to six (6) times in each twelve (12) month period. Any subsequent positive test during the remaining tenure of the employee or refusal of the employee to submit to any required test or failure to complete any of the terms of the rehabilitation program for such employees shall result in termination of employment.

- 25.3 Any employee who voluntarily advises their Department Head that they have a drug or alcohol problem and who agrees to a plan of treatment or rehabilitation shall not be subject to disciplinary action for the first occurrence so long as they fully comply with the terms of the treatment or rehabilitation program. The treatment or rehabilitation program must be approved by the Department Head and the employee must agree that the provider of the program shall share with the Department Head periodic reports on the employee's participation and the final results of the program. Any employee who fails to meet the terms of the program and has a subsequent positive test or has a second occurrence shall be subject to termination of employment with the City.

ARTICLE 26 – SUPPLEMENTAL PENSION PLAN

- 26.1 The Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each bargaining unit member.

26.2 Effective January 1, 2011 fifty cents (\$0.50) per compensable hour not to exceed twenty dollars \$20.00) per week.

ARTICLE 27 – SAVINGS CLAUSE

27.1 If any Article or Section of the Agreement or the Appendix "A" thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or the Appendix thereto shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the matter will be decided by a tribunal of competent jurisdiction.

ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall be in full force and effect from January 1, 2010, and shall remain in full force and effect through December 31, 2014; provided, however, all changes in language will be effective from the date of signature by both parties, forward. Either party may, upon sixty (60) calendar days' notice prior to the date of expiration, give notice to terminate or amend

EXHIBIT 'A'

to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.

EXECUTED this _____ day of _____, 2011.

Signed for:
CITY OF SUNNYSIDE
Works

Signed for:
TEAMSTERS LOCAL #760—Public

By _____
Mark J. Gervasi, City Manager

By _____
Secretary-Treasurer

Date _____

Date _____

Represented by:

Byron W. Olson _____

Wayne Johnson

Date _____

Date _____

APPENDIX "A" -- CLASSIFICATIONS -- WAGE RATES -- OTHER PROVISIONS

- A.1 The following salary schedules for Teamsters—Police Support employees shall be effective on the dates indicated for each schedule. The specific wage rates to be paid are as shown on the attached schedules. The calculation shall be made by the City's Director of Finance using an Excel (or similar) electronic spreadsheet rounded to the nearest whole cent based on the Monthly Wage. Annual Wage shall be calculated by multiplying the Monthly Wage by twelve (12) rounded to the nearest whole cent. The Hourly Wage shall be calculated by dividing the Annual Wage by 2,080 rounded to the nearest whole cent. The annual and hourly wage rates re provided for reference only.

Effective January 1, 2010, there shall be a 2.75% general increase to the wage scale for 2009.

Effective January 1, 2011, there shall be a 2.75% general increase to the wage scale for 2010.

Effective January 1, 2012, there shall be a 3.00% general increase to the wage scale for 2011.

Effective January 1, 2013, there shall be a 3.00% general increase to the wage scale for 2012.

Effective January 1, 2014, there shall be a 3.00% general increase to the wage scale for 2013.

EXHIBIT 'A'

TEAMSTERS--Police Support -- Effective January 1, 2010 -- 2.75% COLA										
Title	Step A		Step B		Step C		Step D		Step E	
Senior Corrections / Communications Officer	\$3,131.82	M	\$3,288.00	M	\$3,454.46	M	\$3,628.10	M	\$3,811.00	M
	37,581.84	A	39,456.00	A	41,453.46	A	43,537.23	A	45,731.97	A
	18.07	H	18.97	H	19.93	H	20.93	H	21.99	H
Correction / Communication Officer	\$2,980.78	M	\$3,129.77	M	\$3,285.95	M	\$3,450.35	M	\$3,622.97	M
	35,769.33	A	37,557.18	A	39,431.34	A	41,404.14	A	43,475.58	A
	17.20	H	18.06	H	18.96	H	19.91	H	20.90	H
Hospital Security	\$2,946.87	M	\$0.00	M	\$0.00	M	\$0.00	M	\$0.00	M
	35,362.44	A	0.00	A	0.00	A	0.00	A	0.00	A
	17.00	H	0.00	H	0.00	H	0.00	H	0.00	H
Receptionist II	\$2,845.15	M	\$2,987.00	M	\$3,137.00	M	\$3,293.00	M	\$3,459.00	M
	34,141.80	A	35,844.00	A	37,644.00	A	39,516.00	A	41,508.00	A
	16.41	H	17.23	H	18.10	H	19.00	H	19.96	H
Pre-Academy Correction / Communication Officer	\$2,785.55	M	\$2,926.32	M	\$3,072.23	M	\$3,227.38	M	\$3,388.70	M
	33,426.63	A	35,115.84	A	36,866.70	A	38,728.53	A	40,664.34	A
	16.07	H	16.88	H	17.72	H	18.62	H	19.55	H
Data Entry Clerk Receptionist I	\$2,710.55	M	\$2,846.18	M	\$2,989.00	M	\$3,137.99	M	\$3,296.22	M
	32,526.54	A	34,154.10	A	35,867.97	A	37,655.82	A	39,554.64	A
	15.64	H	16.42	H	17.24	H	18.10	H	19.02	H

TEAMSTERS--Police Support -- Effective January 1, 2011 -- 2.75% COLA										
Title	Step A		Step B		Step C		Step D		Step E	
Senior Corrections / Communications Officer	\$3,217.95	M	\$3,378.42	M	\$3,549.45	M	\$3,727.88	M	\$3,915.80	M
	38,615.40	A	40,541.04	A	42,593.40	A	44,734.56	A	46,989.60	A
	18.57	H	19.49	H	20.48	H	21.51	H	22.59	H
Correction / Communication Officer	\$3,062.75	M	\$3,215.83	M	\$3,376.31	M	\$3,545.23	M	\$3,722.60	M
	36,753.00	A	38,589.96	A	40,515.72	A	42,542.76	A	44,671.20	A
	17.67	H	18.55	H	19.48	H	20.45	H	21.48	H
Hospital Security	\$3,027.91	M	\$0.00	M	\$0.00	M	\$0.00	M	\$0.00	M
	36,334.92	A	0.00	A	0.00	A	0.00	A	0.00	A
	17.47	H	0.00	H	0.00	H	0.00	H	0.00	H
Receptionist II	\$2,923.39	M	\$3,069.14	M	\$3,223.27	M	\$3,383.56	M	\$3,554.12	M
	35,080.68	A	36,829.68	A	38,679.24	A	40,602.72	A	42,649.44	A
	16.87	H	17.71	H	18.60	H	19.52	H	20.50	H
Pre-Academy Correction / Communication Officer	\$2,862.16	M	\$3,006.79	M	\$3,156.71	M	\$3,316.13	M	\$3,481.88	M
	34,345.92	A	36,081.48	A	37,880.52	A	39,793.56	A	41,782.56	A
	16.51	H	17.35	H	18.21	H	19.13	H	20.09	H
Data Entry Clerk Receptionist I	\$2,785.08	M	\$2,924.44	M	\$3,071.19	M	\$3,224.28	M	\$3,386.87	M
	33,420.96	A	35,093.28	A	36,854.28	A	38,691.36	A	40,642.44	A
	16.07	H	16.87	H	17.72	H	18.60	H	19.54	H

EXHIBIT 'A'

TEAMSTERS--Police Support -- Effective January 1, 2012 -- 3.00% COLA										
Title	Step A		Step B		Step C		Step D		Step E	
Senior Corrections / Communications Officer	\$3,314.49	M	\$3,479.77	M	\$3,655.93	M	\$3,839.72	M	\$4,033.27	M
	39,773.88	A	41,757.24	A	43,871.16	A	46,076.64	A	48,399.24	A
	19.12	H	20.08	H	21.09	H	22.15	H	23.27	H
Correction / Communication Officer	\$3,154.63	M	\$3,312.30	M	\$3,477.60	M	\$3,651.59	M	\$3,834.28	M
	37,855.56	A	39,747.60	A	41,731.20	A	43,819.08	A	46,011.36	A
	18.20	H	19.11	H	20.06	H	21.07	H	22.12	H
Hospital Security	\$3,118.75	M	\$0.00	M	\$0.00	M	\$0.00	M	\$0.00	M
	37,425.00	A	0.00	A	0.00	A	0.00	A	0.00	A
	17.99	H	0.00	H	0.00	H	0.00	H	0.00	H
Receptionist II	\$3,011.09	M	\$3,161.21	M	\$3,319.97	M	\$3,485.07	M	\$3,660.74	M
	36,133.08	A	37,934.52	A	39,839.64	A	41,820.84	A	43,928.88	A
	17.37	H	18.24	H	19.15	H	20.11	H	21.12	H
Pre-Academy Correction / Communication Officer	\$2,948.02	M	\$3,096.99	M	\$3,251.41	M	\$3,415.61	M	\$3,586.34	M
	35,376.24	A	37,163.88	A	39,016.92	A	40,987.32	A	43,036.08	A
	17.01	H	17.87	H	18.76	H	19.71	H	20.69	H
Data Entry Clerk Receptionist I	\$2,868.63	M	\$3,012.17	M	\$3,163.33	M	\$3,321.01	M	\$3,488.48	M
	34,423.56	A	36,146.04	A	37,959.96	A	39,852.12	A	41,861.76	A
	16.55	H	17.38	H	18.25	H	19.16	H	20.13	H

TEAMSTERS--Police Support -- Effective January 1, 2013 -- 3.00% COLA										
Title	Step A		Step B		Step C		Step D		Step E	
Senior Corrections / Communications Officer	\$3,413.92	M	\$3,584.16	M	\$3,765.61	M	\$3,954.91	M	\$4,154.27	M
	40,967.04	A	43,009.92	A	45,187.32	A	47,458.92	A	49,851.24	A
	19.70	H	20.68	H	21.72	H	22.82	H	23.97	H
Correction / Communication Officer	\$3,249.27	M	\$3,411.67	M	\$3,581.93	M	\$3,761.14	M	\$3,949.31	M
	38,991.24	A	40,940.04	A	42,983.16	A	45,133.68	A	47,391.72	A
	18.75	H	19.68	H	20.66	H	21.70	H	22.78	H
Hospital Security	\$3,212.31	M	\$0.00	M	\$0.00	M	\$0.00	M	\$0.00	M
	38,547.72	A	0.00	A	0.00	A	0.00	A	0.00	A
	18.53	H	0.00	H	0.00	H	0.00	H	0.00	H
Receptionist II	\$3,101.42	M	\$3,256.05	M	\$3,419.57	M	\$3,589.62	M	\$3,770.56	M
	37,217.04	A	39,072.60	A	41,034.84	A	43,075.44	A	45,246.72	A
	17.89	H	18.78	H	19.73	H	20.71	H	21.75	H
Pre-Academy Correction / Communication Officer	\$3,036.46	M	\$3,189.90	M	\$3,348.95	M	\$3,518.08	M	\$3,693.93	M
	36,437.52	A	38,278.80	A	40,187.40	A	42,216.96	A	44,327.16	A
	17.52	H	18.40	H	19.32	H	20.30	H	21.31	H
Data Entry Clerk Receptionist I	\$2,954.69	M	\$3,102.54	M	\$3,258.23	M	\$3,420.64	M	\$3,593.13	M
	35,456.28	A	37,230.48	A	39,098.76	A	41,047.68	A	43,117.56	A
	17.05	H	17.90	H	18.80	H	19.73	H	20.73	H

EXHIBIT 'A'

TEAMSTERS--Police Support -- Effective January 1, 2014 -- 3.00% COLA										
Title	Step A		Step B		Step C		Step D		Step E	
Senior Corrections / Communications Officer	\$3,516.34	M	\$3,691.68	M	\$3,878.58	M	\$4,073.56	M	\$4,278.90	M
	42,196.08	A	44,300.16	A	46,542.96	A	48,882.72	A	51,346.80	A
	20.29	H	21.30	H	22.38	H	23.50	H	24.69	H
Correction / Communication Officer	\$3,346.75	M	\$3,514.02	M	\$3,689.39	M	\$3,873.97	M	\$4,067.79	M
	40,161.00	A	42,168.24	A	44,272.68	A	46,487.64	A	48,813.48	A
	19.31	H	20.27	H	21.28	H	22.35	H	23.47	H
Hospital Security	\$3,308.68	M	\$0.00	M	\$0.00	M	\$0.00	M	\$0.00	M
	39,704.16	A	0.00	A	0.00	A	0.00	A	0.00	A
	19.09	H	0.00	H	0.00	H	0.00	H	0.00	H
Receptionist II	\$3,194.46	M	\$3,353.73	M	\$3,522.16	M	\$3,697.31	M	\$3,883.68	M
	38,333.52	A	40,244.76	A	42,265.92	A	44,367.72	A	46,604.16	A
	18.43	H	19.35	H	20.32	H	21.33	H	22.41	H
Pre-Academy Correction / Communication Officer	\$3,127.55	M	\$3,285.60	M	\$3,449.42	M	\$3,623.62	M	\$3,804.75	M
	37,530.60	A	39,427.20	A	41,393.04	A	43,483.44	A	45,657.00	A
	18.04	H	18.96	H	19.90	H	20.91	H	21.95	H
Data Entry Clerk Receptionist I	\$3,043.33	M	\$3,195.62	M	\$3,355.98	M	\$3,523.26	M	\$3,700.92	M
	36,519.96	A	38,347.44	A	40,271.76	A	42,279.12	A	44,411.04	A
	17.56	H	18.44	H	19.36	H	20.33	H	21.35	H

A.2 A.1.4 Employees will be eligible to advance to Step E after the completion of two (2) years at Step D on the employee's anniversary date, subject to a satisfactory performance evaluation, as determined by the Chief of Police. New hires will be hired at Step A unless the employee's qualifications are such that the Chief of Police feels a higher step is warranted. Regardless of the new hire's placement within the Pay Scale, the new hire will be on probation for twelve (12) months.