

RESOLUTION 2021 - 01

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
COLLECTIVE BARGAINING AGREEMENT WITH
TEAMSTERS LOCAL UNION NO. 760 – PUBLIC WORKS UNIT
(January 1, 2021 through December 31, 2023)**

WHEREAS, authorized staff representing the City of Sunnyside have engaged in collective bargaining with Teamsters Local Union No. 760 – Public Works Unit, for a new collective bargaining agreement for the period commencing January 1, 2021 through December 31, 2023, 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 collective bargaining agreement extension 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 – Public Works 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, 2021 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 11th day of January 2021.



FRANCISCO GUERRERO, MAYOR

ATTEST:

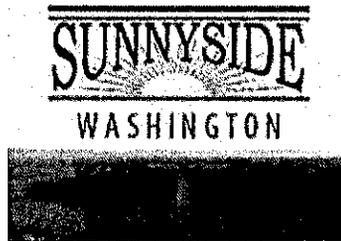


JACQUELINE RENTERÍA, CITY CLERK

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

By and Between the
CITY OF SUNNYSIDE



And

TEAMSTERS LOCAL 760
Representing the Public Works Employees
of the City of Sunnyside



January 1, 2021 to December 31, 2023

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT
by and between the
CITY OF SUNNYSIDE
and
TEAMSTERS LOCAL NO. 760—Public Works

ARTICLE 1 - PREAMBLE

- 1.1 This Agreement is made and entered into by and between the **CITY OF SUNNYSIDE, WASHINGTON**, hereinafter called the "City," and **GENERAL TEAMSTERS LOCAL No. 760**, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours, and working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

- 2.1 The City recognizes the Union as the exclusive bargaining agent for all employees of the Public Works Department, composed of the Water, Street, Sewer, Facilities Maintenance, Fleet Maintenance, Code Enforcement, and Building Inspector/Plans Examiner of said Divisions and Departments. The Public Works Director, Public Works Superintendent, Parks and Recreation Coordinator, Seasonal employees and Office-Clerical employees shall be excluded.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- 3.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure
- 3.3 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty minutes paid time with each new employee to discuss union membership.
- 3.4 Dues Cancellation: An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.
- 3.5 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.
- 3.6 The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this section.

EXHIBIT A

In the event a temporary employee works more than six (6) months in a two-year period they shall be required to join the Union and pay the normal initiation fee.

- 5.2 **Regular Part-time Employee:** A Regular Part-time employee is one who has been appointed by the appointing authority, has successfully completed his/her probationary period, who may work less than eight (8) hours per day and less than forty (40) hours in a work week, will be paid not less than the wage rate for the type of work performed. A regular part-time employee is entitled to accrue all benefits and conditions as set forth in this Agreement, on a pro-rata basis.
- 5.3 **Regular Full-time Employee:** A Regular Full-time employee is one who has been appointed by the appointing authority of the City, has successfully completed his/her probationary period, is employed on a regular basis for forty (40) hours in a work week, 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.
- 5.4 **Probationary Employee:** A probationary employee is one who is appointed by the appointing authority of the City to a position authorized by the City. He shall serve a probationary period of not less than twelve (12) consecutive months. A probationary employee shall work under the provisions of this Agreement but shall be on a trial basis as determined by the City. A probationary employee can be terminated at any time during the probationary period without just cause and any recourse. Such a discharge during the probationary period by the City is not grievable under this Agreement, either by the Union or the employee.
- 5.4.1 No probationary or temporary employee will be used while a regular or regular part-time employee is on layoff due to lack of work or lack of funds, who is qualified and able to perform the work.
- 5.4.2 Probationary or temporary employees shall not be employed to deprive regular or regular part-time employees of premium days overtime.
- 5.5 All employees hired and performing Public Work Department work within the classification of Appendix "A" or Appendix "B" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees performing work historically known as "seasonal work".
- 5.5.1 **Bargaining Unit Work:** All employees listed in Appendix "A" and Appendix "B" of this agreement are considered members of the bargaining unit and only members of the bargaining unit shall perform work of the bargaining unit.

ARTICLE 6 – SENIORITY AND LAYOFF

- 6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. A regular employee is one who has successfully completed twelve (12) consecutive calendar months of service with the City and shall be considered to have acquired such status upon their first date of employment, or the date of his last break in service, whichever is the later. A list of employees arranged in the order of their seniority shall be given to the Union annually.
- 6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- 6.2.1 voluntarily leaves the service to the City.
- 6.2.2 is discharged for just cause.
- 6.2.3 is laid off due to lack of work, lack of funds, budgetary constraints or reorganization for more than twelve (12) consecutive calendar months.
- 6.2.4 is absent from work because of non-occupational illness or injury not to exceed twelve

EXHIBIT A

periods.

- 7.6 An employee who has successfully bid a new position opening shall serve a probationary period of not more than twelve (12) months at his/her new position. Exception: The City may grant an extension to this twelve (12) month probation period. Should the employee fail to satisfactorily perform the duties of his/her new position as required by the City, or should they elect to return to his/her former position, they must do so without exception within the twelve (12) month probation period, or extension thereof, and they shall be reinstated to his former position or a comparable position unless he is discharged for just cause.
- 7.7 A lateral transfer of an employee between positions covered under this Agreement shall not affect his/her seniority rights.

ARTICLE 8 - DEMOTION OR TRANSFER

- 8.1 The term "demotion or transfer" shall mean the re-assignment of an employee (not requested by the employee) from:

Demotion: a) his/her present position to a lower paying position.

Transfer: b) the moving of an employee from one classification to another work classification involving a significant change of duties at no change in pay.

A written statement setting forth the reasons for such action shall be given the employee at least fifteen (15) calendar days prior to the effective date of the action. The employee shall have the right to appeal the "demotion or transfer" under Article 22, of this Agreement. Should the transfer be requested by the employee, they shall retain all seniority rights within the bargaining unit and will assume the specific wage rate of the new classification that corresponds to their current wage rate.

ARTICLE 9 - SICK LEAVE - OTHER LEAVES

- 9.1 Regular employees shall accumulate sick leave on the basis of eight (8) hours per month from the first (1st) day of employment.
- 9.2 An employee shall be entitled to Sick Leave benefits when they are absent from their duties by reason of sickness or injury, or when through exposure to contagious diseases, his/her presence at work would jeopardize the health of others, or as permitted by RCW 49.46.210. Notification of absence on account of illness or injury shall be given to the Department Supervisor or their designee on the first (1st) day of absence. Failure to notify the Department Supervisor prior to the start of their regular assigned shift or within a reasonable period of time, may constitute cause for loss of leave pay and subject the employee to disciplinary action. A Department Supervisor may require a doctor's statement from the employee, verifying the employee's condition which prevented them from returning to work after three consecutive workdays.
- 9.2.1 Daily sick leave payments shall mean one day's pay at the employee's regular straight time pay rate for those days the employee would have worked had the disability not occurred, calculated at straight time. 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.
- 9.2.2 Sick leave pay shall be integrated with Article 17, Health Care Benefit Program, accident and sickness weekly income benefit so that the sum of the daily sick leave allowance hereunder and the 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 allowance not received by the employee by reason of any such reduction shall be retained in his employee's sick leave pay account as part of his

EXHIBIT A

City 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 City's responsibility for continued payments shall cease when the employee's sick leave and vacation credits are exhausted. For employees who are injured on duty, the City shall evaluate a light duty assignment if available consistent with current statutory requirements.

9.11 Sick Leave Maximum & Incentive: Any unused sick leave allowance in any year shall accumulate year to year, not to exceed one thousand forty hours (1040), into a bank for the future use of an employee, provided that an employee who accrues more than one thousand forty (1,040) hours of sick leave as of December 31st of any year shall be compensated for the sick leave hours accrued in excess of one thousand forty (1,040) hours at the rate of twenty-five percent (25%) of his or her sick leave in excess of one thousand forty (1,040) 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. In addition, employees shall receive 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 (pursuant to the DRS guidelines for retirement).

9.10.1 Employees who are terminated for cause do not qualify to receive any sick leave cash out.

9.12 Leave of Absence: The City may grant a leave of absence for a period of up to six (6) months. This period may be extended by mutual agreement between the Union and the City. 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 any extension thereof.

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 holidays.

10.1.2 Accrued and unused vacations.

10.1.3 Overtime for which pay has been authorized.

10.1.4 Accrued Compensatory Time.

10.2 Upon separation of employment, the employee's lump sum payout shall be limited to two hundred forty (240) hours comprised of vacation and holidays. Any time in excess of two hundred forty (240) hours shall be taken by the employee prior to the employee's termination date. At no time shall any lump sum pay out exceed two hundred forty (240) hours during the final two (2) years of employment prior to termination in order to avoid excess compensation as determined by the Department of Retirement Systems and in order to comply with State Law concerning pension calculations. This shall not in any way limit the employee's timely pay for time worked in the current, or previous pay period.

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 (R.C.W., 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 vacation benefits and compensation, and such employee thereafter reentering the service of the City shall be considered a new employee.

EXHIBIT A

hour for hour basis to sick leave subject to the maximum sick leave accrual amount. Under no circumstances shall the City be liable for payment of accrued but unused vacation leave in excess of two hundred forty (240) hours at the time of retirement, separation or discharge.

ARTICLE 13 - HOLIDAYS

- 13.1 Eligible employees will observe and be paid for the following recognized holidays, and all other days recognized by the City regardless upon which day of the week the holiday should fall:
- New Year's Day
 - Memorial Day
 - Veteran's Day
 - Christmas Day
 - Martin Luther King, Jr. Day
 - Independence Day
 - Thanksgiving Day
 - Floating Holiday
 - President's Day
 - Labor Day
 - Day after Thanksgiving
- 13.2 A regular part-time employee shall receive pro-rata holiday pay based on their average hours worked during the four (4) calendar weeks immediately preceding the holiday which falls within their work period.
- 13.3 When a holiday falls on a Saturday, the Friday prior to shall be observed, and when a holiday falls on a Sunday, the Monday following shall be observed as the holiday.
- 13.4 Holiday Premium Pay: Any employee who works on any of the aforementioned holidays, shall receive premium pay at time and one-half (1-1/2) straight time hourly rate of pay for the hours worked on such holiday in addition to their holiday pay. Any employee shall have the option to receive the equivalent number of hours off at the rate of one and one-half (1-1/2) times the number of hours worked on such holidays to be scheduled off by mutual agreement between the employee and the City; or to be paid. These hours will be defined as compensatory time, and will fall under the compensatory time limitations as stated in Article 14.2.1.
- 13.5 Holidays which occur during vacation or sick leave shall not be charged against said leaves.

ARTICLE 14 - HOURS OF WORK - OTHER WORK PROVISIONS

- 14.1 Work Day - Work Week: For regular full-time employees, the normal work week shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. The work week shall commence 12:00 am on a Monday – and end on 11:59 pm Sunday. All employees shall be allowed one (1) hour un-paid period for lunch. Any change of the normal work day or work week as defined in this Section shall be mutually agreed between the City and a majority of the affected employees. If the affected employee(s) cannot reach a majority decision with the City in establishing a work day or work week, then the City shall have the right to establish such work day or work week. The City will not manipulate the regular work schedule in order to avoid payment of non-scheduled overtime. All regular full-time employees reporting for work in any one (1) day shall be guaranteed eight (8) hours or ten (10) hours (depending on their normal schedule) work or pay unless a short shift is worked at the employee's request and approved by the City, or when scheduled for work as specified in Section 14.3.
- 14.2 Overtime (excluding callout): Any and all hours worked or compensated in excess of eight (8) hours or ten (10) hours depending on the shift per day or exceeding forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate. A work day for this purpose shall be based on the hours between 12:00 am – 11:59 pm in any one day. Should a schedule be implemented which has a work day of hours other than eight (8) hours per day, overtime pay will be granted at the rate of one and one-half (1-1/2) for all hours worked per day in excess of the regular shift or in excess of forty (40) hours per week.

EXHIBIT A

A callout does not include calling or directing other staff to respond to the callout.

- 14.5 An employee responding to a call out/call back shall use City-owned service equipment, and if he/she is required to pick up such equipment he shall be paid seven dollars and fifty cents (\$7.50) for mileage and travel. In the event the employee has City-owned service equipment at his residence, the call out/call back time shall commence from the time the employee receives such call and no mileage or travel pay shall be required.
- 14.5.1 An employee working a 5 day/ 8 hour work week and assigned to work at the waste water treatment plant on Saturday, Sunday or Holidays shall be paid seven dollars and fifty cents (\$7.50) each day for mileage and travel.
- 14.6 No employee shall be required to be on standby for such call out/ call back and no employee shall be required to respond back to work except in the event of an emergency. Such call out/call back, when requested by the City, shall be rotated among the qualified employees as equitably as possible.
- 14.7 A premium of an additional thirty cents (\$0.30) per hour shall be paid to all employees for hours worked between 6:00 P.M. and 6:00 A.M. on any work day and when not working on overtime, except that such premium pay shall not be provided for work performed between 6:00 P.M. and 6:00 A.M. when the employee works such hours as an adjustment of their work schedule at their request and/or convenience or when the scheduled workday includes any of these hours. Premium pay shall, further, not apply to sweeper operators.
- 14.8 Rest Periods: All employees shall be granted a fifteen (15) minute rest break approximately half-way through the first half (1/2) of their shift and a fifteen (15) minute rest break approximately half-way through the second half (1/2) of their shift. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time. The fifteen (15) minutes allowed for each break shall include shutdown and startup time.
- 14.8.1 Employees shall not combine their rest periods with their lunch or elect to forego their rest periods and/or lunch to leave work early.

ARTICLE 15 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 15.1 See attached Appendix A - Assistant Supervisors
- 15.2 See attached Appendix B - Public Works, Code Enforcement, Building Inspector/Plans Examiner Employees
- 15.3 See attached Appendix C - Longevity Pay
- 15.4 See attached Appendix D - Family Medical Leave
- (The above-mentioned Appendixes are attached hereto and incorporated by this reference.)

ARTICLE 16 - PAY ARRANGEMENTS

- 16.1 All employees shall be paid all monies earned by the tenth (10th) of each month for all hours worked during the pay period from the sixteenth (16th) through the last day of the month for the preceding semi-monthly payroll period, and the twenty-fifth (25th) of each month, for all hours worked from the first (1st) day through the fifteenth (15th) day of the current month. There shall be no deductions other than required by law or authorized.
- 16.1.1 The City will have an option to pay employees on a bi-weekly cycle (26 pay periods per year) paid on Friday. If the pay day falls on a holiday recognized in Article 12 of this Agreement, the preceding day shall become the pay day. The City will provide the Union at least ninety (90) days advanced written notice of any such change.
- 16.1.2 Any errors in employee's pay shall be corrected on the next pay period, provided the

EXHIBIT A

17.1.1 Eligibility threshold for Washington Teamsters Welfare Trust medical insurance requiring an employer contribution shall be for each Regular Full-time, Regular Part-time employee who has eighty (80) compensable hours in the previous month. Compensable hours include, but are not limited to regular hours, overtime, vacation, sick, holiday and severance pay.

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

Year	Plans	Employer Share	Employee Share	Total Cost
2020	Total	\$1,290.35	\$262.25	\$1,552.60
2021	Total	\$1,309.05	\$265.55	\$1,574.60

Effective January 1, 2021 the Employer and the Employee shall split (85% Employer / 15% Employee) any increased cost of premiums for medical, dental or vision insurance for the term of this Agreement.

17.2 Each employee has been provided a copy of this labor agreement, and current copies of the benefit booklet for each health care coverage named in Section 17.1 above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the City to pay their premium, it is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for him and family. If an employee misplaces any of the booklets he should contact the Local Union office for a replacement copy.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

18.1 The total amount due for each calendar month for each of the employee benefit plans set forth in Article 17 and Article 20 shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - ACCEPTANCE OF TRUSTS

19.1 The City hereby acknowledges that it has received true copies of the Washington Teamsters Welfare Trust, Teamsters Vision Care Trust, Washington Teamsters Dental Trust and Western Conference of Teamsters Pension Trust and shall be considered a party thereto. The City further agrees that the Employer-Trustees named in said trusts, and their successors in trust, are and shall be their representatives and consents to be bound by the actions and determinations of the Trustees.

ARTICLE 20 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE OASI-SUPPLEMENTAL PENSION PLAN

20.1 The City shall pay into the appropriate employee retirement program, Industrial Insurance and OASI as required, and at the prescribed rate, by law.

20.2 The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to sections 20.2.2 hereof.

EXHIBIT A

- 21.1.1 Disciplinary actions shall include only the following:
- (a) Verbal reprimand, which may be documented in writing;
 - (b) Written reprimand;
 - (c) Suspension;
 - (d) Demotion (where applicable);
 - (e) Discharge/Termination
- 21.2 The City shall give a copy of such disciplinary actions to the employee, and a copy sent to the Union at the time it is given to the employee. An employee may protest such disciplinary actions pursuant to the provisions of Article 22 of this Agreement.
- 21.3 An employee and/or the Union shall have the right to protest any such discharge or suspension. Any such protest shall be presented to the City Manager or their designee in writing within fourteen (14) calendar days after the discharge or suspension and if not presented within such period, the right of protest shall be waived.
- 21.4 The Union shall immediately take this protest up with the City Manager or their designee, and if it is not resolved within twenty-one (21) calendar days, the matter may be submitted to arbitration pursuant to the terms of Article 22, of this Agreement.
- 21.5 In the case of a suspension without pay, the City has the option of offering the affected employee the opportunity to serve such suspension by deducting the equivalent amount of time from the employee's vacation or comp time accrual.

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURE

- 22.1 Policy: The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of the employees grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.
- 22.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.
- 22.3 STEP 1: An employee having a concern which he feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or within fourteen (14) calendar days after such matter became known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with their 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 their Union representative if he feels it is necessary.
- 22.4 STEP 2: If it is determined a grievance does exist and it is not resolved in Step 1, within fourteen (14) calendar days, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Head or their designee, the Union, and the grievant(s), within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within an additional fourteen (14) calendar days, then,
- 22.6 STEP 3: An attempt will be made to resolve the grievance with the City Manager, the Union and the grievant(s) within fourteen (14) calendar days of the conclusion of Step 2. If the grievance or dispute is not satisfactorily resolved within an additional twenty-one (21) calendar days, then, either party shall have the right to submit the dispute or grievance to arbitration.

EXHIBIT A

- 23.7 **Work Rules:** The Union recognizes the right of the City to establish such reasonable employer rules and personnel policies governing disciplinary matters, as long as such rules and policies are provided to the employees and are not in conflict with the terms and provisions of this Agreement.
- 23.8 **Non-Discrimination:** The parties to this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin, or age.
- 23.9 **Gender:** Where masculine 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.
- 23.10 **Medical Exams:** Any physical examination (including inoculations), required by the City shall be taken on Employer time and shall be paid by the City, after submission to the Employer's medical insurance carrier, provided said services are by a certified physician or institution.
- 23.11 **Uniforms:** The City shall supply (shirts, hats) each year for all employees covered under this Agreement. Upon hire, the City shall purchase for a new employee six (6) work shirts, two (2) hats, one (1) winter coat, and five (5) pairs of gloves (leather or rubber depending on workplace requirements). New employees shall not receive the uniform compensation specified in 23.11.1 during the calendar year in which they were hired; however, the City shall provide new employees a one-time stipend of two hundred dollars (\$200) to purchase their own work boots and pants. At the City's sole option, the City may elect to directly purchase the uniforms supplied to the employees or it may elect to contract with a uniform supply company for uniforms. If the employer purchases the uniforms, the employees shall be responsible for laundry and minor repairs of the uniforms. Uniforms that are damaged beyond repair shall be turned in to the Department and the Department shall promptly replace the uniform pieces that are damaged. Employees may utilize City-owned laundry facilities to the extent that the City has made them available. The City shall supply additional coveralls and/or uniforms as needed for all employees covered under this Agreement. Protective clothing and equipment required by the City will be furnished by the City. The City shall supply these coveralls and/or uniforms for employees covered under this Agreement where necessary to identify the employee and protect his personal clothing.
- 23.11.1 The City will compensate employees three hundred (\$300.00) dollars per year to be paid on the last payroll of January of each calendar year of this contract for the purchase of appropriate work related clothing and boots of the employee's choosing. The employee shall wear the clothing when on the job.
- 23.11.2 No employee shall wear any protective equipment, clothing or uniforms, in part or in whole, in the performance of any duties outside of the normally assigned duties for the City of Sunnyside without the express written permission of the Department Head. Failure to fully comply with this requirement shall subject the employee to disciplinary action that may include potential termination of employment.
- 23.12 **Safety Standards:** It is agreed between the City and the Union that both parties will cooperate fully in carrying out the requirements of the State Safety Standards as prescribed by State Law. Because appropriate procedures are already established outside the agreement, this Article shall not be subject to the grievance procedure.
- 23.13 **Liability Coverage:** No employee shall be disciplined or suffer liability for any act done within the scope of his employment in the performance of his or her employment duties where the performance of such act was done at the direction of the Employer and where the method and manner of the performance of said act was directed by the Employer, provided, however, that

EXHIBIT A

any employee engage in any work stoppage, including any strike, slow-down, and refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with the City functions by employees under this Agreement. Should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

- 25.2 Upon notification in writing by the City to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. The employee shall not be entitled to any pay and benefits during such strike or work stoppage and further may be subject to disciplinary action up to and including discharge.

ARTICLE 26 — RANDOM DRUG TESTING

- 26.1 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.
- 26.2 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 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 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 (2) 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.
- 26.3 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 27 - SAVINGS CLAUSE

- 27.1 If any Article or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article or Section held invalid

EXHIBIT A

APPENDIX "A" -- ASSISTANT SUPERVISORS

ARTICLE IA - DEFINITION AND DIRECTION OF ASSISTANT SUPERVISORS

- 1.A.1 A Public Works Assistant Supervisor is one who is working and engaged in, but not limited to, assisting with supervision of the employees performing work in the following divisions: Water, Street, Waste Water, Facilities Maintenance, and Fleet Maintenance, that have five (5) or more full time employees. The need for appointment of such Assistant Supervisors shall be a Division Supervisor, management decision.
- 1.A.1.1 The Assistant Supervisor will be under the direct authority of the division supervisor, and indirectly under the authority of the Public Works Director and/or the Public Works Superintendent.
- 1.A.1.2 Assistant Supervisors will assume the duties of Division Supervisor in the absence of the Supervisor and shall be exempt from step up pay as described in Section 16.7 of this Agreement. All other provisions of "Appendix A" that apply to Supervisors shall also apply to Assistant Supervisors.

ARTICLE 2A - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2.A.1 The following salary schedules for Public Works employees shall be effective on the dates indicated for each schedule. Employees shall move one (1) Step on the appropriate classification on the first full pay period following their anniversary for date of hire. Any reference to Annual and Monthly Wages shall be for example purpose only. The Hourly Wage shall be calculated by multiplying the prior year hourly rate times the increase in percentage listed for the current year of the contract.
- a. Effective January 1, 2021 there shall be a two (2%) percent general increase to the previous year wage scale.
 - b. Effective January 1, 2022 there shall be a two point five-zero (2.50%) percent general increase to the 2021 wage scale.
 - c. Effective January 1, 2023 there shall be a two point five-zero (2.50%) percent general increase to the 2022 wage scale.

TEAMSTERS – PUBLIC WORKS – Effective January 1, 2021 – 2% COLA									
CLASSIFICATION	STEP A		STEP B		STEP C		STEP D		STEP E
Waste Water Division Assistant Supervisor	\$52,594	A	\$55,353	A	\$58,280	A	\$61,335	A	\$64,560
	\$4,382	M	\$4,612	M	\$4,856	M	\$5,111	M	\$5,380
	\$25.29	H	\$26.61	H	\$28.02	H	\$29.49	H	\$31.04
Water Division Assistant Supervisor	\$52,594	A	\$55,353	A	\$58,280	A	\$61,335	A	\$64,560
	\$4,382	M	\$4,612	M	\$4,856	M	\$5,111	M	\$5,380
	\$25.29	H	\$26.61	H	\$28.02	H	\$29.49	H	\$31.04
Street Division Assistant Supervisor	\$52,594	A	\$55,353	A	\$58,280	A	\$61,335	A	\$64,560
	\$4,382	M	\$4,612	M	\$4,856	M	\$5,111	M	\$5,380
	\$25.29	H	\$26.61	H	\$28.02	H	\$29.49	H	\$31.04
Equipment Division Assistant Supervisor	\$52,594	A	\$55,353	A	\$58,280	A	\$61,335	A	\$64,560
	\$4,382	M	\$4,612	M	\$4,856	M	\$5,111	M	\$5,380
	\$25.29	H	\$26.61	H	\$28.02	H	\$29.49	H	\$31.04
Lead Collections Operator	\$52,594	A	\$55,353	A	\$58,280	A	\$61,335	A	\$64,560
	\$4,382	M	\$4,612	M	\$4,856	M	\$5,111	M	\$5,380
	\$25.29	H	\$26.61	H	\$28.02	H	\$29.49	H	\$31.04

The Assistant Equipment Services Supervisor shall report to the Street Division Supervisor.

- 2.A.2 New employees shall be hired in at least, Step "A" above, with subsequent progression to the

EXHIBIT A

APPENDIX "B" PUBLIC WORKS, CODE ENFORCEMENT AND BUILDING INSPECTOR/PLANS EXAMINER EMPLOYEES

ARTICLE B - DEFINITIONS AND DIRECTION OF WORK FORCE

- 1.B.1 A Public Works employee is one who is engaged in, but not limited to, the following functions: Water, Street, Sewer, Facilities Maintenance and Fleet Maintenance.
- 1.B.2 The Public Works or Parks employees will be under the direct authority of the Public Works Director.

APPENDIX "B1" -- CODE ENFORCEMENT OFFICER EMPLOYEES

ARTICLE B1 - DEFINITIONS AND DIRECTION OF WORK FORCE

- 1.B.1 A Code Enforcement Office employee is one who is engaged in, but not limited to, the following functions: receives, investigates, researches, resolves issues concerning City Codes.
- 1.B.2 The Code Enforcement Officer employees will be under the direct authority of the Chief of Police, or as designated by the City Manager.

APPENDIX "B2" -- BUILDING INSPECTOR/PLANS EXAMINER EMPLOYEES

ARTICLE B2 - DEFINITIONS AND DIRECTION OF WORK FORCE

- 1.B.1 A Building Inspector/Plans Examiner employee is one who is engaged in, but not limited to, the following functions: review plans, inspects commercial and residential structures for compliance with applicable Uniform Building Codes and City Standards.
- 1.B.2 The Building Inspector/Plans Examiner employees will be under the direct authority of the Planning Supervisor, or as designated by the City Manager.

ARTICLE 2B - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

- 2.B.1 The following salary schedules for Public Works, Code Enforcement, and Building Inspector/Plans Examiner employees shall be effective on the dates indicated for each schedule. Employees shall move one (1) Step on the appropriate classification on the first full pay period following their anniversary for date of hire. Any reference to Annual and Monthly Wages shall be for example purpose only. The Hourly Wage shall be calculated by multiplying the prior year hourly rate times the increase in percentage listed for the current year of the contract.
 - a. Effective January 1, 2021 there shall be a two (2%) percent general increase to the previous year wage scale.
 - b. Effective January 1, 2022 there shall be a two point five zero (2.50%) percent general increase to the 2021 wage scale.
 - c. Effective January 1, 2023 there shall be a two point five zero (2.50%) percent general increase to the 2022 wage scale.

EXHIBIT A

certifications, as to the necessity of, with in the Department, but in no instance shall the employee, lose or refrained from maintaining the certificate thru City paid CEU classes or courses. The employee would not however, receive the incentive if not deemed necessary in the new department.)

(CDL- City will only pay for physicals once for every two (2) year cycle, any other necessary physicals will be the responsibility of the Employee.)

EXHIBIT A

APPENDIX "D" -- FAMILY MEDICAL LEAVE ACT

ARTICLE 1D - GENERAL PROVISIONS

1.D.1 Availability of Leave: Subject to the conditions and privileges below, an eligible employee shall be entitled to a total of 12 work weeks of leave during any 12-month period for one or more of the following:

Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

Because of the placement of a son or daughter with the employee for adoption or foster care.

In order to care for the spouse or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.

Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

1.D.2 Definition of Certain Terms

1.D.2.1 "Eligible Employee" means an employee who has been employed (a) for at least 12 months by the employer, and (b) for at least 1,250 hours of service with such employer during the previous 12-month period.

1.D.2.2 "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves (a) in-patient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health-care provider.

1.D.2.3 "Health-care Provider" means (a) a doctor of medicine or osteopathy, who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or (b) any other person determined by the U. S. Secretary of Labor to be capable of providing health-care services.

1.D.2.4 "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

1.D.2.5 "Spouse" means a husband or wife, as the case may be.

1.D.3 Birth or Placement of Child - Computation of Leave

The entitlement to leave because of the birth of a son or daughter of the employee, in order to care for such son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care, shall expire at the end of the 12-month period beginning on the date of such birth or placement.

1.D.4 Leave Taken Intermittently or on a Reduced-leave Schedule:

1.D.4.1 General Provisions: Leave taken because of the birth of a son or daughter of the employee, in order to care for such son or daughter; or, because of the placement of a son or daughter with the employee for adoption or foster care, shall not be taken by an employee intermittently or on a reduced-leave schedule unless the employee and the employer agree otherwise. Leave under paragraphs (3) or (4) of Subsection A above may be taken intermittently or on a reduced-leave schedule when medically necessary, and the employer determines that such intermittent or reduced-leave schedule will not unduly disrupt the operations of the employer. The taking of leave intermittently or on a reduced-leave schedule pursuant to this paragraph shall not result in a reduction of the

EXHIBIT A

(b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee, shall be supported by a certification issued by the health-care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.

2.D.2.2 Sufficient Certification. Certification provided above shall be sufficient if it states:

- (a) The date on which the serious health condition commenced;
- (b) The probable duration of the condition;
- (c) The appropriate medical facts within the knowledge of the health-care provider regarding the condition;
- (d) A statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; or, a statement that the employee is unable to perform the functions of the position of the employee, as appropriate.
- (e) In the case of certification for intermittent leave, or leave on a reduced-leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- (f) In the case of certification for intermittent leave, or leave on a reduced-leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced-leave schedule and the expected duration of the intermittent leave or reduced-leave schedule.

2.D.3 Second Opinion: In any case deemed appropriate by the employer, the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health-care provider designated or approved by the employer.

2.D.4 Resolution of Conflicting Opinions

- (a) In General. In any case in which the second opinion described above differs from the opinion in the original certification, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health-care provider designated or approved jointly by the employer and the employee.
- (b) Finality. The opinion of the third health-care provider concerning the information certified shall be considered to be final and shall be binding upon the employer and the employee.

2.D.5 Subsequent Recertification: The employer may require that the eligible employee obtain subsequent recertification(s) on a reasonable basis.

ARTICLE 3.D - EMPLOYMENT AND BENEFITS PROTECTION

3.D.1 Restoration to Position

1. In general, except as provided below, any eligible employee who takes family and/or family medical leave under this section for the intended purpose of the leave, shall be entitled, on return from such leave:

- (a) To be restored by the employer to the position of employment held by the employee when the leave commenced; or
- (b) To be restored to an equivalent position with equivalent employment benefits, pay, or other terms and conditions of employment.

EXHIBIT A

employee when the leave commenced; or

- (b) To be restored to an equivalent position with equivalent employment benefits, pay, or other terms and conditions of employment.

3.D.9 Loss of Benefits

The taking of leave under this policy and procedure shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

- 3.D.10 Nothing in this section shall be construed to entitle any restored employee to: (a) the accrual of any seniority or employment benefits during any period of leave; or (b) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

3.D.11 Certification

As a condition of restoration under Subparagraph (A) above, for an employee who has taken leave because of serious health condition that makes the employee unable to perform the functions of the position of such employee, such employee shall receive certification from the health-care provider of the employee that the employee is able to resume work.

3.D.12 Maintenance of Health Benefits

3.D.12.1 Coverage. Except as provided in Subparagraph 2 below, during any period that an eligible employee takes family and/or medical leave, the employer will maintain existing health insurance coverage, as available, for the duration of such leave at the level and under the conditions coverage would have been provided if the employee has continued in employment continuously for the duration of such leave.

3.D.12.2 Failure to Return from Leave: The employer may recover the premium the employer paid for maintaining coverage for the employee under such health insurance plan during any period of unpaid family and/or medical leave if:

- (a) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- (b) The employee fails to return to work for a reason other than:
- (c) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave (a) in order to care for the spouse, or a son, daughter, or parent, of the employee, or (b) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or
- (d) Other circumstances beyond the control of the employee.

ARTICLE 4D - FORMS

Forms necessary to administer the provisions for Family Medical Leave shall be provided by the Human Resource Department as determined by the City Manager.